RESOLUTION NO. _194-18-15227 _

A Resolution authorizing City Manager to enter into a multi-year agreement with Becker & Poliakoff for Lobbying and Consulting Services.

WHEREAS, the City of Hollywood ("Hollywood") solicited Lobbying Services on March 28, 2018 and its process was as competitive as that required by the South Miami City Charter and by City ordinances and procedures; and

WHEREAS, Hollywood received three responses and Becker & Poliakoff was the highest ranked firm with a score that was equivalent to 94% out of 100%; and

WHEREAS, the City of South Miami ("City") relies on lobbying and consulting services as well as representation to ensure the City is successful in securing appropriations and funding from the State of Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet; and

WHEREAS, the City Charter authorizes the City to piggyback off of other governmental agencies whose selection process is as competitive as the City of South Miami's; and

WHEREAS, the City Commission desires to have the City Manager hire the firm of Becker & Poliakoff to provide lobbying services for and related consulting services to the City.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The City Manager is authorized to enter into a contract with Becker & Poliakoff ("the Firm") for an initial term of three (3) years and which shall provide for an automatic renew for an additional two (2) year period unless either the City or the Firm provides advanced notice of an intent not to renew at the end of the initial three-year period. A copy of the contract and contract documents are attached and made a part of this resolution.

Section 2. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this **16th** day of **October**, 2018.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND EXECUTION
EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE: 5-0
Mayor Stoddard: Yea
Vice Mayor Harris: Yea
Commissioner Welsh: Yea
Commissioner Liebman: Yea
Commissioner Gil: Yea

City Commission Agenda Item Report

Meeting Date: October 16, 2018
Submitted by: Thomas Pepe
Submitting Department: City Attorney
Item Type: Resolution
Agenda Section: RESOLUTION(S) PUBLIC HEARING(S)

Subject:
A Resolution authorizing City Manager to enter into a multi-year agreement with Becker & Poliakoff for Lobbying and Consulting Services. 3/5 (Commissioner Liebman)

Suggested Action:

Attachments:
CM Memo Lobbying Services 10-16-2018 (Becker and Poliakoff).docx

Reso re Lobbying Services Contract w Becker.doc

Piggyback Contract - Becker with Exh A.pdf

Bid Packet RFP-4581-18-JE.pdf

Lobbying Services - Scoring & Ranking.pdf

MDBR Ad.pdf

Miami Herald Ad.pdf

South Miami
THE CITY OF PLEASANT LIVING

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

To: The Honorable Mayor & Members of the City Commission

From: Steven Alexander, City Manager

Date: October 16, 2018

SUBJECT: **A Resolution authorizing City Manager to enter into a multi-year agreement with Becker & Poliakoff for Lobbying and Consulting Services.**

BACKGROUND: The City of South Miami relies on lobbying and consulting services as well as representation to ensure the City is successful in securing appropriations and funding from the State of Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet.

The City of Hollywood solicited Lobbying Services on March 28, 2018 and its process was as competitive as that required by the South Miami City Charter and by City ordinances and procedures. Hollywood received three responses and Becker & Poliakoff was the highest ranked firm with a score that was equivalent to 94% out of 100%.

The City Charter authorizes the City to piggyback off other governmental agencies whose selection process is as competitive as the City of South Miami's. The City is recommending to hire the firm of Becker & Poliakoff to provide lobbying services for and related consulting services to the City.

The annual expense to the City over the term of the agreement is $50,000 per fiscal year.

EXPENSE: $50,000 per fiscal year to account no. 001-1310-513-3450, with a current balance of $150,000 for fiscal year 2018-2019.

SUPPORT: Resolution
City of Hollywood Piggyback Contract
City of Hollywood Bid Packet – RFP 4581-18-JE
City of Hollywood Lobby Services – Scoring & Ranking

CONTRACT FOR LOBBYING AND RELATED SERVICES

THIS AGREEMENT made and entered into this 1st day of December, 2018 by and between the City of South Miami, a Florida municipal Corporation by and through its City Manager (hereinafter referred to as "City") and **Becker & Poliakoff**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the **City of Hollywood** solicited bids pursuant to **RFP-4581-18-JE**, for **lobbying state & local government**; and

WHEREAS, the **City of Hollywood**, after completing a competitive bidding process, awarded a contract to Contractor, and

WHEREAS, the City of South Miami desires to utilize the **City of Hollywood** contract with Contractor; and

WHEREAS, the City is authorized, pursuant to the City of South Miami's Charter, to piggyback off of contracts, such as the contract in question between **City of Hollywood** and Contractor, that were entered into in accordance with a solicitation process that is at least as vigorous as that of the City of South Miami; and

NOW, THEREFORE, the City and the Contractor, each through their authorized representative/official, agree as follows:

1. The City desires to enter into a Contract, under the same provisions as set forth in the contract between **City of Hollywood** and Contractor pursuant to **RFP-4581-18-JE**, as modified by this Agreement.

2. The City has reviewed the contract between **City of Hollywood** and Contractor and agrees to the provisions of that contract which shall be applicable to a purchase order to be issued by the City and further agrees to the fair and reasonableness of the pricing. Contractor hereby agrees to provide such services, pursuant to the City's purchase order made during the term of this Agreement, under the same price(s), terms and conditions as found in the solicitation documents, the response to the solicitation, and the Agreement/Contract and/or the Award, pertinent copies of which are attached hereto as **Attachment A** and made a part hereof by reference.

3. All references in the contract between **City of Hollywood** and Contractor, shall be assumed to pertain to, and are binding upon Contractor and the City of South Miami. All decisions that are to be made on behalf of **City of Hollywood**, as set forth in the contract between **City of Hollywood** and the Contractor, shall all be made by the City Manager for the City of South Miami. Notwithstanding anything contained in the **City of Hollywood RFP-4581-18-JE** and and/or the contract between **City of Hollywood** and the Contractor to the contrary, this Agreement shall be governed by the laws of the State of Florida and venue for all dispute

resolutions or litigation shall be in Miami-Dade County, Florida.

4. **Term.** The initial term of this Agreement shall be three (3) years and it shall automatically renew for an additional two (2) year period unless either the City or the Contractor provides advanced notice of an intent not to renew at the end of the initial three-year period.

5. **Scope of Services.** The scope of the services (which may hereinafter be referred to as the "Work") are set forth in the attached **Attachment A** and any attachments thereto and the City's purchase order, the latter of which shall take precedence.

6. **Contract Price.** The contract price for the services is set forth in the Contractor's Response to RFP 4581-18-JE and as set forth in **Attachment A at page 31**.

7. **Precedence.** The term, provisions and conditions of this Agreement shall take precedence over the terms of the contract between Contractor and **City of Hollywood**.

8. **Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: npayne@southmiamifl.gov ; 6130 Sunset Drive, South Miami, FL 33143.**

9. **Waiver Jury Trial:** City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court

proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

10. **Notices:** Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail (or similar electronic transmission), facsimile transmission or certified mail with return receipt requested and shall be deemed delivered on the date shown on the e-mail or delivery confirmation for any facsimile transmission or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the CITY, a copy must be stamped with the official CITY receipt stamp showing the date of delivery, otherwise the document shall not be considered to have been hand delivered. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY:

City Manager,
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 668-2510
Fax: (305) 663-6345
E-mail: salexander@southmiamifl.gov

With copies to:

City Attorney
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 667-2564
Fax: (305) 341-0584
E-mail: tpepe@southmiamifl.gov

11. **Validity of Executed Copies:** This Agreement may be executed in several counterparts, each of which may be construed as an original.

12. **Attorneys' Fees and Costs:** In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall prevent or prohibit the right to be indemnified for any attorney fees incurred in the defense of an action by a person or entity who is not a party to this Agreement.

13. **Indemnification:** Notwithstanding anything contained in the contract between Contractor and **City of Hollywood** to the contrary, the City does not waive its sovereign immunity granted by Florida Statutes, Section 768.28, and the City's tort liability shall be limited to the waiver of sovereign immunity provided for in Section 768.28.

14. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the

fullest extent permitted by law.

IN WITNESS WHEREOF, and as the duly authorized act of the parties, the undersigned representatives of the parties hereto have caused this instrument to be signed in their respective names by their proper officials on or before the day and year first above written.

BECKER & POLIAKOFF

By: _____

José K. Fuentes
(type name and title of signatory above)

ATTEST:

By: _____
Nkenga Payne, CMC
City Clerk

CITY OF SOUTH MIAMI

By: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language, Legality and Execution Thereof.

By: _____
Thomas F. Pepe
City Attorney

Thomas F. Pepe – 01-11-16

EXHIBIT A

AGREEMENT FOR STATE AND LOCAL LOBBYING SERVICES

This Agreement made and entered into this _____ day of _____, 2018, by and between the City of Hollywood, Florida (hereinafter the "City") and Becker, a Florida professional association (hereinafter the "Lobbyist").

WHEREAS, on March 28, 2018, the City issued RFP-4581-18-JE (the "RFP") for lobbying services; and

WHEREAS, pursuant to the RFP, the Lobbyist submitted a proposal and was one of three successful proposers; and

WHEREAS, on July 3, 2018, the City Commission approved R-2018-216 which authorized the execution of an agreement with Becker and GrayRobinson;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

ARTICLE I
INCORPORATION OF RFP DOCUMENTS

The RFP, including any addenda thereto, and the proposal submitted by the Lobbyist (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein. The parties shall comply with the terms and conditions set forth in the RFP Documents.

ARTICLE II

1.1 The initial term of this Agreement shall commence on October 1, 2018 and terminate on September 30, 2021. Following the Initial Term, the parties may renew this Agreement for three one-year terms.

ARTICLE III

The Lobbyist shall be paid on a monthly basis for fees. Payment shall be made within 45 days of the date a statement is rendered to the City.

ARTICLE IV
CONFLICT OF INTEREST

The Lobbyist shall not represent a client if there is a substantial risk that representation of the client will be adverse to the City. Furthermore, the Lobbyist shall not represent a client if there is a substantial likelihood that representing the client will require the Lobbyist to lobby any officer or employee of the City.

ARTICLE V
INDEPENDENT CONTRACTOR

The Lobbyist shall render lobbying services as an independent contractor, not as an agent or employee of the City.

ARTICLE VI
ENTIRE AGREEMENT

This Agreement constitutes the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties.

ARTICLE VII
GOVERNING LAW

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to exclusive venue in Broward County, Florida for any litigation pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA

By: _____
Josh Levy, Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.

_____
Douglas R. Gonzales, City Attorney

BECKER & POLIAKOFF, P.A.

By: _____
Bernie Friedman, Shareholder

WITNESSES:

_____

_____
Name typed, printed or stamped

_____

_____
Name typed, printed or stamped

Response to
RFP 4581-18-JE

State & Local
Lobbying Services
For City of Hollywood, FL

April 26, 2018

Submitted by:

Bernie Friedman, Team Leader
Nick Matthews
Yolanda Cash Jackson
Ellyn Bogdanoff
Jose Bermudez
Mario Bailey
Jose Fuentes

Becker
beckerlawyers.com

1 E. Broward Blvd.
Suite 1800
Ft. Lauderdale, FL 33301
954.985.4180

204 South Monroe Street,
Suite 203
Tallahassee, FL 32301

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Becker & Poliakoff, PA (d/b/a "Becker")

Federal Tax Identification Number: 59-1640708

If Corporation - Date Incorporated/Organized: December 22, 1975

State Incorporated/Organized: Florida

Company Operating Address: 1 East Broward Blvd.. Suite 1800

City Ft. Lauderdale State FL Zip Code 33301

Remittance Address (if different from ordering address): _____

City_____ State_____ Zip Code _____

Company Contact Person: Bernie Friedman Email Address: BFriedman@beckerlawyers.com

Phone Number (include area code): (954) 985-4180 Fax Number (include area code): (954) 985-6814

Company's Internet Web Address: www.beckerlawyers.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: _____ Date 4/26/18

Type or Print Name: Bernie Friedman

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

Becker

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Becker

LETTER OF TRANSMITTAL

April 26, 2018

City of Hollywood
Office of the City Clerk
2600 Hollywood Blvd., Room 221
Hollywood, FL 33020

Re: ***Letter of Transmittal - RFP 4581-18-JE – State & Local Lobbying Services***

Dear Mayor, Vice Mayor, Commissioners, Manager, Attorney, Chief Civic Affairs Officer and Selection Committee Members:

For nearly 30 years, Becker has proudly represented Hollywood as its State Government lobbyist and for the past 7 years, as its lobbyist before the Broward County Commission. Our goal has been and continues to be *to assist the City with the coordination, development and ultimately, the success of its state and local legislative program by providing the highest quality, professional and experienced lobbying services.*

We have carefully read the RFP and Attachment A and understand the work to be done going forward. We are ready to hit the ground running with our in-depth knowledge of Hollywood's priority issues and our network of contacts to provide integrated, comprehensive representation at the state and county levels. There is no better way to quickly demonstrate our understanding of the work to be done and express our commitment to Hollywood than to highlight some of our significant recent accomplishments on behalf of the City.

Recent State and Local Accomplishments for Hollywood

The following examples demonstrate our deep understanding of Hollywood's most important issues and our ability to accomplish the City's goals.

1) ***Bypass and Beaches:*** Every year, we fight at the state and local levels to preserve Hollywood's vital economic engine, its beaches. Over the course of a few years, we are proud to be a driving force behind the Port Everglades Sand Bypass project receiving its entire state cost share of almost $20 million. Additionally, we have helped secure most of the state's share of preliminary engineering and design money for the Segment III beach nourishment project. At the same time we have seamlessly worked with Broward County to ensure that the millions of dollars in County funding is in place for both the bypass and Segment III project.

2) ***Vacation Rental Preemption***: During the last three Legislative Sessions, we have successfully fought against further intrusive attempts to preempt local vacation rental regulations.

3) ***Seminole Compact Funding***: We continually fight to secure Hollywood's share of the Seminole Compact. In 2017, $1,106,551 was received through this vital arrangement (almost $8 million since 2011). We fought every attempt to reduce Hollywood's share.

4) ***BSO South Satellite Booking Transport:*** We secured an annual appropriation of $200,000 to assist with Prisoner Transportation Services from the South Satellite Booking facility. This appropriation has been renewed in two consecutive years for a total of $400,000.

5) ***Senior Center Funding:*** Every year of our contract with Hollywood, we have secured at least $228,000 in much needed funding for the Fred Lippman Senior Center. To date, we have helped bring home over $6,000,000 to keep this important facility operating.

6) ***Ocean Outfall:*** In addition to saving the City literally hundreds of millions of dollars by working with DEP pass and implement language in state statute to allow Hollywood flexibility in meeting the 60% re-use requirement, we successfully worked against legislative attempts to roll back these cost saving provisions. This has been a real team effort led by Steve Joseph, the City's Utility Director.

7) ***CRA Reforms and Negotiations***: We continue to work with the County, City and CRA to allow for additional county funds to be used by the City for housing and other needs. Additionally, we have fought against state level attempts to eliminate or diminish CRA's.

8) ***Miller Claims Bill Settlement***: The firm fought tirelessly to get the $100,000 settlement Miller Claim bill through the legislature. This was a significant win, considering the jury awarded Miller $700,000 for pain and suffering, $200,000 for past suffering and $500,000 for future suffering.

9) ***Washington Park Street Light Improvements:*** In 2016, we successfully fought for $150,000 for Street Light enhancements in Washington Park. This is a very important project to help reduce crime in a crime prone area.

10) ***Protecting Hollywood's Tax Base:*** Over the years, we have quarterbacked significant annexation initiatives, defended against even more significant deannexation initiatives such as Port Everglades and have been at the forefront in proactively working with the airport, seaport and TDC in promoting Hollywood.

11) ***Protecting Hollywood in Emergencies*** – We were intimately involved with the City, Broward County, the state, and FEMA in ensuring timely support for Hollywood during the most recent Hurricane.

The Firm and Your Team Members

Becker celebrated its 45th year of serving clients in 2018. With 12 offices throughout Florida, our State lobbying team has the unique advantage of getting to know legislators around the state on their home turf. We are committed to the communities in which we live and work as demonstrated by our attorneys and staff who are leaders in many civic and charitable organizations, such as the Hollywood Art & Culture Center, Huizenga Boys & Girls Club, Hollywood Broward Outreach Center, Hollywood PAL, Greater Hollywood YMCA Family Center and legal and business organizations such as the Hollywood Chamber of Commerce, and South Broward Bar.

Led by Hollywood native, lawyer-lobbyist Bernie Friedman, the team includes experienced, diverse (in gender, race, nationality, political party) and well-connected lobbyists in Tallahassee and Broward County including Yolanda Cash Jackson – Shareholder, Nick Mathews – Senior Government Relations Consultant, Ellyn Bogdanoff – former State Senator, State Representative and Shareholder, Mario Bailey – Senior Government Relations Consultant, Jose Fuentes – Senior Government Relations Consultant and Jose Bermudez – Senior Government Relations Consultant. As a shareholder of the firm and lead lobbyist for the team, Bernie is authorized to make representations for the firm. Each member of the team shares time between the South Florida offices and Tallahassee.

After 28 years, we have gained a profound understanding of the City and all its operations. Additionally, I have lived and raised my family in Hollywood for 59 years and instinctively know when an issue at the County or state is important to Hollywood.

While proud of our past accomplishments, we are committed to working together on the many new projects impacting Hollywood. We are confident that no other team will: better understand your issues; work harder; care more; be as connected to both parties and their leaders; or be more passionate and personally committed to getting the job done for you.

It would be an honor to continue representing my home City. Thank you for your consideration of this proposal.

Sincerely,

Bernie Friedman
Chair, Government Law & Lobbying Group
Becker
1 E. Broward Blvd., 18th Floor
Fort Lauderdale, FL 33301
(954) 985-4180(o)
(954) 328-9144(c)
bfriedman@beckerlawyers.com

PROFILE OF PROPOSER

A. **State whether your organization is nation, regional or local.**

With 16 offices, the Becker Firm is locally minded but has a national footprint. We are proudly headquartered in Broward County, Florida and have 11 additional Florida offices that provide great outreach opportunities to legislators around the state. We are supported by four more offices in Washington D.C., New Jersey and New York.

B. **State the location of the office from which your work is to be performed.**

As we have for nearly 30 years, the firm will provide State and Local Lobbying Services from the Broward and Tallahassee Offices. The firm keeps a fully operation office in Tallahassee to ensure we have all the tools necessary to represent the City at the legislative and executive levels.

C. **Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.**

Becker is proudly a Broward County-headquartered law firm that has been lobbying the Florida Legislature since its founding in 1973. At that time, firm founder Alan Becker served as a State Representative and later, he and his partner Gary Poliakoff lobbied the Legislature to create new laws to protect homeowners which eventually became Chapter 719, the Condominium Act. In 1991, lawyer lobbyist Bernie Friedman joined the firm and began its official lobbying practice representing the City of Hollywood and the Florida Association of Jewish Federations, among others. Today, the firm includes 170 lawyers, lobbyists in offices throughout Florida and along the east coast, including a Federal lobbying practice in Washington, D.C. In addition to Government Law and Lobbying, the firm's practice groups include Condominium and HOA Law, Real Estate, Construction, Litigation, Corporate law and several other boutique practice areas. Clients get the added benefit of hundreds of other professionals able to analyze and draft legislation. As a law firm, the client also gets the added benefit of the ethical cannons of the Florida Bar.

The Government Law & Lobbying practice is lead by lawyer-lobbyist Bernie Friedman. Representing local governments has become a niche practice for Becker. Our team has been at the forefront of major policy issues over the last several years on behalf of our clients at all levels of government. Our "secret" formula for success is that we are obsessive about learning the institutional history behind an issue, reading every piece of legislation, including amendments, to ensure that our clients are protected. This practice helps us to position our clients to be successful, by knowing what legislation is moving, what

legislation is "dead on arrival"; who are the champions and who are the antagonists; which committees are friendly and which will hide a bill from ever seeing the light of day. Legislative intelligence is the key to effective lobbying. Our team knows where to get it and how to use it to represent our clients. For Hollywood this is second nature and part of our DNA. We have almost 30 years of working knowledge.

There is no better testament to our success lobbying on behalf of local governments than our many long standing (10+ year) local government clients. For each of these clients, we have been renewed several times despite difficult political circumstances, tough economic times, changing of the guard in municipal leadership and many other complicating factors. Despite it all, Becker lobbying team has remained. For example, we have represented the City of Hollywood since 1991; the City of Pompano Beach since 2000, City of Cape Coral since 2007, Florida Memorial University since 2001, and Florida Association of Jewish Federations since 1990. We could go on but suffice it to say that these long term client relationships are built on our ability to use good judgment, take initiative and ultimately demonstrate our value (return on investment) over and over again.

D. Provide a list and description of similar municipal engagements in past 2 years:

City of Cape Coral	Description of work:	Appropriations Secured in 2018 and 2017:
1015 Cultural Park Boulevard		
Cape Coral, FL 33990	State level lobbying services	$1,115,000 - Reservoir and Pipeline Project
Terri Hall, Legislative Coordinator		$176,250 - Police Department Public Safety Mobile Command Center Vehicle
(239) 574-0446		$100,000 - Arts Studio Cultural Facilities Grant
thall@capecoral.net		

City of Homestead	Description of work:	Appropriations Secured in 2018 and 2017:
100 Civic Court		
Homestead, FL 33030	State level lobbying services	$450,000 - Homestead Pump Station and Plant Construction
George Gretsas, City Manager		$200,000 - Sickle Cell Awareness
(305) 224-4401		$25,000 - Homestead Losner Park
ggretsas@cityofhomestead.com		$5,242 - Seminole Theatre

City of Lauderdale Lakes	Description of work:	Appropriations Secured in 2018 and 2017:
4300 NW 36 Street		
Lauderdale Lakes, FL 33319	State level lobbying services	$2,437,173 - Lauderdale Lakes Mobility Improvements
Phil Alleyne, City Manager		
(954) 535-2740		
phila@lauderdalelakes.org		

City of Lauderhill	Description of work:	Appropriations Secured in 2018 and 2017:
5581 W. Oakland Park Blvd.		
Lauderhill, FL 33313	State and local lobbying services	$278,250 – CRA Broward Redevelopment Program Fund Grant
Desorae Giles-Smith, Deputy City Manager		$1,000,000 – CRA Broward Redevelopment Program Fund Grant
(954) 8730-3004		
dgiles@lauderhill-fl.gov		

City of Miami	Description of work:	Appropriations Secured in 2018 and 2017:
444 Second Avenue, SW, 10th Floor		
Miami, FL 33130	State level lobbying services	$1,125,000 - Stormwater Master Plan
Emilio Gonzalez, City Manager		$50,000 - Historic Virginia Key Beach Park Project 2017
(305) 416-1025		
etgonzalez@miamigov.com		

City of Miami Gardens	Description of work:	Appropriations Secured in 2018 and 2017:
18605 NW 27th Avenue		
Miami Gardens, FL 33056	State level lobbying services	$150,000 - Culvert/Headwall Replacement Project
Cameron Benson, City Manager		$300,000 - Vista Verde Drainage Improvements (Phase 3)
(305) 953-2821		
cbenson@miamigardens-fl.gov		

City of Miami Springs	Description of work:	Appropriations Secured in 2018 and 2017:
201 Westward Drive		
Miami Springs, FL 33166	State level lobbying services	$165,944 - Miami Springs Senior Center Supplemental Meals and Services
William Alonso, City Manager		
(305) 805-5014		
alonsow@miamisprings-fl.gov		

City of Palatka	Description of work:	Appropriations Secured in 2018 and 2017:
201 N. Second Street		
Palatka, FL 32177	State level lobbying services	$1,300,000 - East Palatka Drainage Cleaning Project
Terrill Hill, Mayor		
(386) 329-0100 ext 223		
thill@palatka-fl.gov\		

City of Pompano Beach	Description of work:	Appropriations Secured in 2018 and 2017:
100 W. Atlantic Blvd. W.		
Pompano Beach, FL 33060	State level lobbying services	$287,500 - Drinking Water Plant Filter Rehabilitation
Phyllis Korab, Assistant City Manager		$4,162,401 - Pompano/Broward Mobility Project
(954) 786-4608		$9,176 - Parks, Recreation and Cultural Affairs
Phyllis.korab@copbfl.com		$250,000 - Blount Road Streetscape Improvements Project
		$1,300,000 - Pompano Park Pl/SW 3rd Street from Powerline Rd to Cypress Creek Rd

City of West Park	Description of work:	Appropriations Secured in 2018 and 2017:
1965 S. State Road 7		
West Park, FL 33023	State level lobbying services	$250,000 - Senior Programming
Ajibola Balogun, City Manager		
(954) 989-2688		
abalogun@cityofwestpark.org		

Miami-Dade County	Description of work:	Appropriations Secured in 2018 and 2017:
County Attorney's Office		
111 NW 1st Street, Suite 2810	State level lobbying services	$1,803,500 - Dade County Shore Protection Project
Miami, FL 33128		Over $20,000,000 in various projects for Miami International Airport
Jess McCarty, Chief of Gov't. Affairs		$9,396 - County Auditorium
(305) 979-7110		$1,423,339 - MPO FTA Section 5305(D) Metro Planning
Jess.mccartney@miamidade.gov		$3,800,000 - Port of Miami Cruise Terminal Improvements
		$10,000,000 - Port of Miami, Port of Miami (POM) Post Panamax Cranes
		$6,651,314 - Miami-Dade Countywide Agreement -Traffic Signals Mnt & Op
		$48,178 - Vizcaya Museum and Gardens

Town of Lake Park	Description of work:	Appropriations Secured in 2018 and 2017:
535 Park Avenue		
Lake Park, FL 33403	State level lobbying services	$600,000 - Lakeshore Drainage
John D'Agostino, Town Manager		$56,600 - Restoration of Town Hall Mirror Ballroom French Doors
(561) 881-3304		
townmanager@lakeparkflorida.gov		

Village of Virginia Gardens	Description of work:	Appropriations Secured in 2018 and 2017:
6498 NW 38 Terrace		
Virginia Gardens, FL 33166	State level lobbying services	$125,000 - Stormwater Improvements
Fred Spencer Deno IV, Mayor		
(305) 871-6104		
mayor@virginiagardens-fl.gov		

List of Current State Lobbying Clients

American Clinical NGM
American Traffic Solutions
AT&T
Banyan House Condominium
Becker & Poliakoff P.A.
Bethune Cookman University
Boca Towers CAI
Broward Community & Family Health Center
Centene Corporation D/B/A Sunshine Health
Childnet
CIOX Health, LLC
City of Cape Coral
City of Hollywood
City of Homestead
City of Lauderdale Lakes
City of Lauderhill
City of Lauderhill Safe Neighborhood Districts
City of Miami
City of Miami Gardens
City of Miami Springs
City of Palatka
City of Pompano Beach
City of West Park
Coalition of Franchisee
Commodore Condo Apts
CALL
Crohns & Colitis Foundation
Culpepper
East Point Towers
Edward Waters College
Edgewater Arms
FCCI Insurance Group
Florida Association for Child Care Management
Florida Association of Jewish Federations
Florida Association of Local Housing Finance Authorities
Florida Community Financial Services Association, Inc.
Florida Delegation, Southeast US Japan
Florida East Coast
Florida Independent Spirits
Florida Memorial University
Florida Polytechnic
Foundation for Sickle Cell Disease Research
Galleon Condo
Galt Mile Apartments, Inc
Galt Plaza d/b/a Coral Ridge
Galt Towers Condominium Association, Inc
Gulf Power
Hamilton Downs
Heart Gallery
JAFCO
Juda Eskew
Lands of the President 3
Lands of the President 7
Miami Children's Initiative
Miami-Dade County
Miami-Dade County Schools
Neighborworks Florida Collaborative
Ocean Summit Association, Inc
Ocean Park CAI

Old Port Cove 5
Peoples Gas System
Playa Del Mar Association, Inc
Plaza East Association, Inc
Quest
RAI
Rapallo South
Regency Tower Association, Inc
Safety Net Hospital Alliance FL
School Board of Broward
Solid Waste Authority of PBC
(The) Society for Clinical and Medical Hair Removal
SST, Inc.
Tampa Electric Company
TECO Energy
Town of Lake Park
Univision Communications Inc.
Urban League
Venetian Condominium, Inc
Village of Virginia Gardens
Virgil Hawkins Florida Chapter National Bar Association
WestCare Foundation, Inc
Whiskey Creek
Ygrene

E. Litigation about our performance

None.

SUMMARY OF PROPOSER'S QUALIFICATIONS

A. **Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.**

The proposed Becker lobbying team will be led again by Bernie Friedman and include lobbyist Nick Matthews, former State Senator and State Representative Ellyn Bogdanoff, lawyer-lobbyist Yolanda Cash Jackson , lobbyist Mario Bailey, lobbyist Jose Fuentes and lobbyist Jose Bermudez at the State level. The team will be hands on at the state level. At the local level, Bernie will be assisted by Nick Matthews.

Bernie is also the Shareholder in charge of Becker Government Law & Lobbying Group and supervises all of the lobbying activities for the firm. Bernie reports directly to the firm's Management Committee and the firm's Managing Shareholder, Gary Rosen. Becker will comply with all credentials, certifications, licenses, insurance standards required by the City. Full resumes are included in the appendix.

B. **Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.**

Bernie Friedman has spent a lifetime working in the government and political arena. He has a thorough understanding of municipal issues having represented the City of Hollywood since 1991 and other cities such as Cape Coral, Pompano Beach, Lauderdale Lakes, Lauderhill for many years. He has extensive experience in transportation, infrastructure and local taxing issues as well as other issues including affordable housing, education, senior and human services through his long standing representation of municipalities and non-profit agencies. His staying power demonstrates his strong commitment to client service and proficiency in legislative lobbying and appropriations. Bernie attended and graduated law school while working as Chief of Staff to former Hollywood congressman Larry Smith. He is a graduate of American University (J.D.) and George Washington University (B.A.).

Yolanda Cash Jackson has extensive and significant municipal lobbying experience in areas that are important to the City of Hollywood including public safety, law enforcement, economic development and retention, transportation, infrastructure improvements, affordable housing, parks and recreation and many other municipal issues based on her long-standing client relationships with several south Florida cities including Miami Gardens, Opa-Locka, Lauderdale Lakes and Pompano Beach as well as Broward County School Board, Miami Dade County School Board, Miami Dade Expressway Authority as

well as several higher education institutions and private companies. Yolanda is a graduate of the University of Florida (B.A.) and their Levin College of Law (J.D.). She is also a graduate of Leadership Florida which affords her excellent access to policy makers and thought leaders around the state.

Nick Matthews is an experienced advocate with an extensive background in state and local legislative, budgetary and executive processes. He is uniquely experienced and knowledgeable in healthcare, local government, finance and tax, economic development, criminal justice and transportation issues. As a former lobbyist for Broward County, Mr. Matthews managed Broward County's advocacy as a part of their Office of Intergovernmental Affairs and Professional Standards. He specifically developed, managed and advocated for Broward County's State Legislative Program and Appropriation Priorities. He worked closely with the Mayor, Vice Mayor, Commissioners, County Administration, Department Directors, Constitutional Officers, City Managers and City Commissioners in that capacity. Local government issues are a passion for Nick. He also served as Chief of Staff to Florida Senator Eleanor Sobel, where he managed the Senator's legislative efforts and supervised the District and Capitol staff. Nick has earned a Master's and Bachelor's degree from Florida State University.

Senator Ellyn Bogdanoff joined the firm after serving over six years as a Member of the Florida House of Representatives and two years as a Florida State Senator. As a member of the legislature, Ellyn earned a reputation as a staunch defender of home rule and local control. After leaving public office in 2012, Senator Bogdanoff expanded her expertise to include government consulting in Tallahassee. Her knowledge of the institutional issues facing local governments and experience bring people together to settle major issues is unparalleled. Additionally, Ellyn brings incredible access to key decision makers in the Senate, House and executive branch. As a former member of the legislature, Ellyn has valuable insight and a great feel for the process. Ellyn received a J.D. from Nova Southeastern University and B.A. With Honors from the University of Florida.

Jose Bermudez has had the pleasure of working for the past three Republican governors of the State of Florida. Most recently he served as Special Assistant and Governor's Regional Representative to Governor Rick Scott. As Regional Representative he was part of the Governor's statewide outreach team with responsibility for Miami-Dade, Broward, Palm Beach, Collier and Monroe County offices, working with members of the legislature to promote Governor Scott's economic development agenda and ensure passage of the Governor's legislative priorities. Prior to joining the Governor's office, Jose served as Chief of Staff to the Mayor of Miami Beach, where he oversaw one of the most ambitious capital improvement programs in the city's history. This program of "Planned Progress" rebuilt streets, upgraded infrastructure such as drainage systems and water lines, renovated and rebuilt many city assets and built new facilities for parks and entertainment venues. Jose also served for the White House Advance Office under President George W. Bush during the 2004 re-election campaign.

José Keichi Fuentes has a strong network of contacts and over 30 years of experience working in the government and in the political arena. He is a government relations professional who represents local government, other public bodies and private sector clients in environmental, safety, infrastructure and water resources at the state and local levels. His client list includes the City of Miami, Homestead, Pinecrest, Virginia Garden, North Miami Beach, Biscayne Park, Doral and Miami Springs, to name a few. In the private sector, he represents Hitachi, Wade Trim, ShotSpotter, Atkins, Community Champions, Century Homesbuilders, Covenant Airport Security, Mitsubishi and Ygrene/PACE. His extensive lobbying experience at the highest level of local, county and the state has helped him contribute to the passage of numerous legislation. He has also secured funding for the municipalities he represents through the allocation of major infrastructure projects funding. During his time as director of the South Florida Water Management District, Regional Office, Jose was instrumental in securing funds for key water projects Miami-Dade county.

Mario Bailey is a lobbyist in the Firm's Government Law & Lobbying Practice Group. He concentrates on government relations and lobbying in South Florida and Tallahassee. Mr. Bailey was appointed by Governor Rick Scott to the South Florida Regional Planning Council. The 19-member Council is charged with identifying the long-term challenges and opportunities facing Southeast Florida and assisting the region's leaders in developing and implementing creative solutions. Mr. Bailey works closely with the firm's municipal clients primarily on appropriations related issues. Prior to joining Becker & Poliakoff, Mr. Bailey served as the Chief Legislative Aide to Florida State Representative Dwight M. Bullard. This experience taught him the intricacies of the legislative process, committee procedures, and helped him build strong ties to members of both parties and chambers. He is a graduate of the University of Alabama (B.S.) as well as Leadership Miami. He is an active member of 100 Black Men of South Florida.

As a team, we are very proud of our accomplishments for the City of Hollywood. Nothing is a stronger testament to Becker's experience than our strong track record. Here is a detailed account of what we have brought home for the City from1993 to 2018:

City of Hollywood	Total
14th Ave drainage	$350,000
Affordable Housing - Hollywood Allocation (SHIP)	$3,085,835
Anderson Park	$50,000
Art & Culture	$200,000
Beach Re-Nourishment Project	$7,895,891
Broward County Hollywood Gardens	$2,552,943
Broward Mobility Hollywood	$2,808,442
Broward Mobility Miramar/Hollywood	$9,618,272
City of Hollywood Mobility Improvements at Various Locations	$2,209,138
Civic Center/Multi-Purpose	$250,000
Community Development Department Scholarships	$200,000

Community Radio System	$150,000
Cultural Facilities Art Grant – Arts Park	$500,000
DEP Waste Water/Storm Water American Recovery and Reinvestment Act	$300,000
Driftwood Park	$200,000
FL Domestic Security Task Force Grant	$400,000
Glass Demonstration Hot Spot – North Beach	$325,000
Historic Hollywood: Preserving and Protecting Our District	$25,000
Holland Park	$200,000
Hollywood Arts and Culture Center, Inc.	$97,893
Hollywood Childcare Scholarships - Partnership for School Readiness	$861,000
Hollywood Hills Park	$135,850
Hollywood Holocaust Rail Car Site Preparation	$350,000
Hollywood Holocaust Research and Reference Library	$250,000
Hollywood Seaboard Coast line Railroad Historic Preservation Grant	$115,636
Hollywood Transportation Project Improvement	$1,000,000
Hollywood YMCA Pre School Special Needs	$100,000
Holocaust Center – operations	$500,000
Hot Spot Test Hollywood Beach	$100,000
I-95/I-595 Express Lanes Direct Connect, I-95 Fr Stirling to Broward Blvd	$420,362,370
Jefferson Park	$135,199
Johnson Street from East of N 31st Ave. to N 8th Ave.	$1,860,581
Liberia Neighborhood Street Lights	$150,000
Lippman Senior Center	$6,535,250
Meyerhoff Senior Center-SE Focal Point Center	$2,123,250
Oak Lake Park Grant	$185,199
Oakridge Park Grant	$150,000
Port Everglades IMP Implementation (Sand Bypass)	$21,652,023
Presidential Train Museum – Hollywood	$300,000
Primary Care Project	$550,000
Rotary Park	$200,000
Sand Transfer and sourcing South County	$300,000
Senior Citizen Identity Theft Program	$100,000
Spur at South Jetty of Port Everglades – Hollywood	$2,568,900
SR 7/US 441 Fr S of SR 820/Hollywd Blvd to S of SR 848/Stirlng Rd	$1,815,373
SR 7/US 441 from N of Fillmore to S of Stirling Rd	$2,800,000
SR 7/US 441 from N of Hallandale Bch to N of Fillmore St.	$2,628,500
Starting Place Hollywood	$450,000

Stirling Road Branch Library – Hollywood	$500,000
Storm Water Pump Station	$500,000
Storm Water Pump Station Study – North Lake	$40,000
Washington Park Security Upgrade	$50,000
Washington Park Street Light Improvements	$150,000
Water Main Replacement	$200,000
West Lake Park Grant	$200,000
Widen Tpk (SR 91) from HEFT (SR 821) to N of Johnson St	$7,000,000
Women's Club of Hollywood Historic Renovation (roof)	$5,000
Total Funded from 1993 - Present	$508,342,545

C. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the Team.

Using a true team approach has served the Becker lobbying group well when it comes to creating consensus among legislators, meeting critical deadlines, and handling key legislative issues. Juggling dozens of client demands and providing 24/7 client service requires a true team effort. Fortunately, our team of lawyers and lobbyists has worked together for many years and has excellent working relationships in which they depend on each other to uphold the high level of service that our clients have come to expect. In Tallahassee during the legislative session, you will rarely see one team member without another; and if they are apart, they are in constant communication during the day. They meet every morning and every evening to compare notes and nimbly adjust their lobbying strategy based on the intelligence gathered during the day.

Our team's success is predicated on our ability to work cooperatively and benefit from each other's knowledge and contacts. Key to an effective team strategy is designating a single point of contact to coordinate all issues. Bernie Friedman will serve as team quarterback; he will rely upon the other team members identified above for support and back up. He is a 59 year city resident and is 15 minutes from City Hall and the Emergency Operations Center. He will create a staffing plan and schedule based on the legislative priorities developed on the City's behalf. Typically, the team leader does the heavy- lifting at the beginning of the assignment in working with the client to develop the agenda. Once the session begins, our team meets daily and tracks priority bills using "Lobby Tools" and develops a staffing and manpower schedule based on the legislative calendar. Performance benchmarks will also be set once the priorities are set.

The diversity of our lobbying team provides our clients with a distinct advantage because of the array of relationships with legislators from both sides of the aisle as well as the various minority caucuses. Additionally, each member of our lobbying team has a strong working knowledge of the legislative and executive processes, and issues affecting local governments. Another added value of the Becker lobbying team is our legal background as attorneys; our lawyer/lobbyists can help clients with questions regarding legislative intent and interpretation that a non-lawyer lobbyist may not be able to adequately address, as well as the attorney-client privilege

Becker's proposed team of lawyers and lobbyists all have the necessary licenses, registration and certifications required to provide the requested services in the State of Florida and City of Hollywood.

As has been the case for the last 28 years, your lobbying team will be available 24/7 to the City. That is the philosophy of our lobbying team because the lobbying practice is a 24/7 business. Weekends and afterhours are nothing new for our team; we will be working all the time, whether at daytime meetings, evening fundraisers, weekend social events, to gain knowledge, offer information, and advocate for the City. In other words, estimating hours for each member of the team is impossible.

Representing local governments has become a niche practice for Becker. We have been at the forefront of major policy issues over the last several years on behalf of our clients at all levels of government. Our team's "secret" formula for success is that we are obsessive about learning the institutional history behind an issue, reading every piece of legislation, including amendments, to ensure that our clients are protected. This practice helps us to position our clients to be successful, by knowing what legislation is moving, what legislation is "dead on arrival"; who are the champions and who are the antagonists; which committees are friendly and which will hide a bill from ever seeing the light of day. Legislative intelligence is the key to effective lobbying. Our team knows where to get it and how to use it to represent our clients.

D. Describe what municipal staff support you anticipate for the project.

The City of Hollywood has always valued the importance of the State and local government action and has dedicated a Chief Civic Affairs Officer to coordinate its effort. We have enjoyed a long and fruitful relationship with Lorie Mertens-Black. Lorie Mertens-Black is an incredible resource for the City and we value the quality working relationship. We work very well together and have a seamless relationship for both State and Local issues. Through this office we meet regularly with Department heads and City staff. We anticipate a similar level of effort from the staff to support our efforts. We have also enjoyed having various Commissioners lobby with us in Tallahassee from time to time and lobby with us at the County. We have excellent working relationships with the Mayor and Commission and look forward to their involvement in this program too. We also have a good working relationship with city department heads, attorney, CRA Director and others. We know who to call for quick information or updates on issues. This is invaluable during the fast paced Legislative Session.

PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY

A. Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

As we have done each year, we will meet with the Mayor, City Commissioners, Department Heads, City staff and any other interested parties to identify issues, concerns, programs and other ideas that will ultimately be developed into a legislative priority list and advocacy program for state and local lobbying. Having represented the City for over 28 years and having lived in Hollywood for 55 years, we have a unique and unmatched understanding of Hollywood's issues at the County and State level.

Our plan of action is based on our extensive knowledge of Hollywood, the priorities it has set and achieved in the past, and the issues that continue to need addressing. **We are pro-active in our lobbying, which means that in addition to the routine monitoring and tracking of your legislative priorities, the Team will aggressively identify opportunities that may help the City with funding or programmatic support and provide strategies for pursuing such opportunities.** As we have done in the past, City officials will be encouraged to become involved in the lobbying process as well.

An effective lobbying plan includes the following interrelated components:

Preparation. Our team will work closely with City leaders to develop a legislative priority program that reflects the needs of City. We will coordinate legislative workshops to help the City identify opportunities and develop their priorities. We will work with Hollywood's legislative team to convert the legislative priorities into a specific list of action items with an appropriate public affairs strategy based on many factors, such as the committee assignments of key legislative allies and the priorities of the legislative leadership. Preparation will also include guidance on the drafting of legislation, budget requests, presentation materials, amendments, proviso language, etc.

Intelligence and Communication. Effective lobbying teams gather competitive intelligence using three key principles: legal knowledge, experience and access. The Becker team utilizes each to benefit their clients. Fundamental to legislative and executive branch lobbying is a basic knowledge of the law and administrative rules; the ability to learn of the existence and content of proposals to change said laws and rules; and the competency to evaluate the effect of those changes in the interests of Hollywood. The Becker lobbying team has the competitive advantage of

including practicing Florida attorneys, who not only understand the intricacies of making laws but also the impact and reality of their implementation.

As information is gathered and analyzed, we will convey the intelligence to Hollywood officials and together decide the best course of strategy for Hollywood. Because of the team's knowledge of the City's issues, and previous experience representing Hollywood, we will be able to "hit the ground running" by quickly developing strategies for legislative approval including meeting with members of the Broward delegation, legislative leadership, members, and staff. These meetings will enable the team to obtain first-hand knowledge of how decision-makers will receive Hollywood's proposals and what modifications may need to occur. Paramount to our success is an understanding of the context in which the proposal(s) are going to be considered. Communication with the City will be through written materials, oral interaction, electronic reporting and in person meetings. The information conveyed will be focused, concise and reflective of its importance to the success of Hollywood's initiatives. Our Team is committed to meeting with City leaders on a weekly basis during the legislative session and on a monthly basis when not in session. The Team will also prepare, at a minimum, weekly written reports during session and monthly written reports when not in session, tracking the status of legislation, regulations implementing same, disbursement of appropriations, and any other information on legislative and/or executive issues being tracked or monitored. The Firm also uses Lobby Tools software to track legislation and provide real time reporting electronically.

Presentation and Monitoring. To start, we will present Hollywood's legislative program to the appropriate substantive and appropriations committees as well as meet individually with key legislators and County Commissioners. This is to explain the priorities and respond to any questions they may have. The team will identify opportunities for City leaders to meet with committee leaders and testify on behalf of the organization during the drafting and deliberation process or as appropriate. Monitoring occurs through day-to-day participation in all County Commission Meetings and Workshops, legislative sessions, pertinent committee meetings, discussions with individual legislators and staff, and through a legislative data service. Becker & Poliakoff subscribes to an online legislative tracking system that provides the most comprehensive monitoring capability currently available.

Involvement and Coordination. City officials are encouraged to communicate with key policy-makers in the Legislative and Executive branches of government about the goals and objectives of the legislative program and to visit Tallahassee during specific times of the legislative year. In order to be most effective, these communications should be planned and coordinated with our team leader who will schedule meetings, review correspondence, and brief officials prior to any meeting and attend the meeting to ensure proper follow-up.

Collateral Support. The Team will identify other organizations that share common legislative and budget goals and coordinate lobbying strategy with them. This broadens the reach and extends the base of support for Hollywood. Our team will also review the plans of other entities to identify issues that Hollywood can support or may have to oppose.

Action and Perseverance. The Team will lobby and provide year-round representation at both the legislative and executive agency level. The firm will attend all County Commission Meetings, all relevant County Workshops, and all relevant County meetings. Located across the street from the Governmental Center the firm can be at the County within minutes.

Public Affairs. The Team will continuously educate legislators, legislative staff, and executive officials on the issues and concerns of Hollywood in order to facilitate legislative and budget requests.

Communication. Communication between the Becker lobbying team and City leaders is critical to the success of the legislative agenda. The Team's reports will update and advise City leaders on the status of all the issues being tracked and monitored during session and when not in session, tracking the status of new laws, regulations implementing same, disbursement of appropriations, and any other information on legislative and/or executive issues being tracked or monitored. Team members are always available to assist the City with the writing, interpreting and monitoring of legislation and regulations, drafting legislation, amendments, proviso language, position papers, and testimony.

Of course, we will work with you to convene a meeting with local legislators and County Commissioners to formally present Hollywood's agenda and discuss ways in which they can work together. It is important, at this early stage in the process, to get input and "buy in" from local legislators and others legislators with an interest in the issues Hollywood has identified as priorities. After the initial round of meetings and presentations of the City's legislative agenda, Team members will begin to schedule one-on-one meetings with key policymakers and staff at the County, Executive agencies and Legislature, as well as monitoring the legislative schedule for upcoming committee meetings, hearings, etc. The Team is prepared to represent the City at meetings or testify at hearings before legislative committee meetings, and in Tallahassee. In addition, because of the vast experience of Team members specifically representing professional associations, the City can rely on the Team to suggest new ideas and propose affirmative legislative action to the benefit of the organization.

Becker has permanent office space in Tallahassee (204 S. Monroe Street) from which to handle the City's lobbying needs located within one block of the State Capitol. The firm can furnish all necessary support to Hollywood officials who are visiting the Capitol as we have done in the past. Most lobbying work is based in our Tallahassee office although a great deal of work is done while the Legislature is not in session from our other offices. The firm has an office across the street from the Broward County Governmental Center and has easy access to City of Hollywood.

As team leader, Bernie Friedman will coordinate the following action items. Other team members will be used when needed depending on, for example, the Committee make up or if a specific issue needs to be addressed. The team will:

1) conduct research and keeping Hollywood officials informed of pertinent initiatives and plans related to funding or policy through meetings, timely written reports, and/or oral communications;
2) monitor County and State legislation and agency actions which may impact on the Hollywood's fiscal and programmatic interests and coordinating with Hollywood officials to deliver the official City position during the drafting and deliberation process;
3) support Hollywood's leaders in the preparation and presentation to the of the County's legislative delegation as well as other legislative panels and committees including drafting of legislative language, testimony, amendment(s), and proviso language;
4) assist Hollywood officials develop legislative strategy in order to advance the City's goals or amend or defeat proposals adverse to them as well as providing pro-active recommendations for future actions;
5) review the plans of other entities to identify issues that Hollywood can support or may need to oppose;
6) schedule meetings and visits with County officials, legislators, administration officials, and staff in order to strengthen relationships and thereby facilitate the Hollywood's requests;
7) provide year-round representation and support at all levels of government, with lobbying and legal offices and staff available in both Tallahassee and at the local level in Broward County;
8) provide an understanding and analysis of the context in which decisions affecting the City will be made;
9) testify, if needed, on behalf of Hollywood and representing the City before the County, Legislature, Governor, and Cabinet and before the Broward County Legislative Delegation;
10) stay in regular contact with Hollywood officials with bi- weekly written reports before, during and after session and providing ongoing monthly reports the rest of the year.
11) incorporate City officials and staff wherever appropriate to advocate for our legislative priorities. Through past experience, we know that City leaders who are active and visible in Tallahassee are most successful so we look for opportunities to have clients testify at hearings, and meet with key legislators and executive branch officials as often as possible.

SUMMARY OF THE PROPOSER'S FEE STATEMENT

The Proposal will show the fee schedule. Express your fee in a lump sum not-to-exceed maximum amount and a separate price for the components of the work shown in scope of service and include a chart of the rates which ties the project plan and milestones to hours assigned to the personnel. Additionally, indicate your expectations concerning reimbursement for travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable. If additional work is required beyond the scope of this contract, how would those services be billed? This may include additional presentations or follow-up as requested.

We propose to maintain the same all-inclusive flat fee of $50,000 a year for our services. This fee includes both State and Local lobbying services on an annual year round basis paid monthly. There are significant efficiencies and economies of scale that benefit the City by one all-inclusive fee for both local and state together as the same component. This fee includes coverage for the City at all County Commission Meetings, all County workshops and all County special meetings. The fee includes all Broward County Delegation Committee Meetings and events, Committee Weeks in Tallahassee and the Session. This integrated, one stop shop, seamless approach is the most cost effective approach for the City as many issues involve both the local and state level and the fee will cover both and all matters.

CONCLUSION AND SUMMARY

It has been a privilege and an honor to represent the City of Hollywood as its State Legislative Lobbyist for the last 28 years and as the City's lobbyist before the County Commission for the last 8 years. In summary, we would like to highlight the major points presented herein and reaffirm our strong interest in continuing the outstanding work we have done together. Hollywood is near and dear to our hearts and we have worked tirelessly to advocate on its behalf.

Qualification of Firm (30 points)
The City of Hollywood is one of several local government clients the Becker lobbying team represents in the Florida Legislature. Through this representation, our team of seven experienced lobbyists from diverse political backgrounds has gained enormous insights, knowledge and understanding of the issues and players impacting local government legislation. We know how to analyze and interpret an agency budget to identify opportunities for funding as evidenced by our successful track record of funding; we know which legislators influence legislation and appropriations that impact municipalities; we have long standing relationships with key staff committee staff members that provide inside information about threats and opportunities to our priorities There is no learning curve. The Becker team has the proven experience and demonstrated know how to get the job done for Hollywood. We have dozens of notable and highly successful accomplishments for Hollywood both at the State and Local level and provide one stop shop seamless representation.

Project Organization and Technical Qualifications of the Persons Assigned to the Project (10 points)
Legislative lobbying may seem like a vague and disorganized process to the general public but for those who do it well it is a highly organized and structured set of activities with performance measures and accountability. We pride ourselves on organizing our efforts for maximum efficiency and effectiveness. With the same team representing the City at the State and County the City gets huge added value in efficiencies and cost savings. We use timelines, tracking systems, and flow charts to monitor legislation, track committee activities and follow appropriations requests.

Organization is the hallmark of a great lobbyist. Great lobbyists also have excellent technical skills including for example, the ability to: analyze and draft legislation, understand and influence the committee process, and know the rules governing the legislative bodies. As lawyers and former staff members (and Ellyn Bogdanoff as former member of the Senate), our team has superior technical skills and qualifications to meet and exceed the City's legislative goals.

Project Understanding, Proposed Approach and Methodology (10 points)
Having spent 28 years advocating on behalf of the City, our team has an intimate understanding of the project. We have lived it. The City's Legislative Priorities are issues we have worked on for many years and consider them our own. We are committed to making them a reality for the City. Our proposed approach and methodology are intended to be extremely inclusive and encourage

participation by all the stake holders in Hollywood. We apply the same philosophy of inclusion when lobbying. We are extremely detail oriented and work hard to ensure that every legislator and staff member with any interest or authority over our legislative agenda is fully informed and on board.

Relationships, Resources, and Capabilities (20 points)
Without question we are a highly active, bi-partisan political organization that is involved in all major campaigns in Florida. With our fourteen offices and hundreds of Florida lawyers we are a force to contend with. We have life-long friendships with Speakers, Senate Presidents, Governors, and dozens of Legislators and County Commissioners. We represent more clients than any other firm at the County and as the Sun Sentinel said, "wield influence and make a difference" (for our clients). The Government Law and Lobbying team has huge resources, relationships and capabilities all at the disposal of clients like Hollywood.

Cost to the City (30 points)
Becker has provided the City with tremendous value over the years because the City's cost has remained the same while the benefits received have continued to increase. We understand the City must control its costs so we have kept our annual fee (inclusive of all hard costs such as travel which have increased dramatically over the years) the same for 15 years. We have also added local government lobbying as no additional cost and provide seamless representation.

In conclusion, we look forward to the opportunity to meet personally with City officials to discuss this proposal and the creative ideas we have to make the 2019 Legislative Session successful for Hollywood. Thank you for the privilege of serving the City for the last 28 years. We are energized and prepared to continuing doing the job.

ACTIVE: 10825495_1

APPENDIX

Detail by Entity Name

Florida Profit Corporation
BECKER & POLIAKOFF, P.A.

Filing Information

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Principal Address

1 East Broward Boulevard
Suite 1800
FORT LAUDERDALE, FL 33301

Changed: 03/19/2015

Mailing Address

1 East Broward Boulevard
Suite 1800
FORT LAUDERDALE, FL 33301

Changed: 03/19/2015

Registered Agent Name & Address

LESSER, STEVEN B.
1 East Broward Boulevard
Suite 1800
FT LAUDERDALE, FL 33301

Name Changed: 05/11/2001

Address Changed: 03/19/2015

Officer/Director Detail

Name & Address

Title TD

LEVINE, ALLEN M
1 East Broward Boulevard
Suite 1800
FT LAUDERDALE, FL 33301

Title PD

ROSEN, GARY C
1 East Broward Boulevard
Suite 1800
FT LAUDERDALE, FL 33301

Title SD

LESSER, STEVEN B
1 East Broward Boulevard
Suite 1800
FORT LAUDERDALE, FL 33301

Annual Reports

Report Year	Filed Date
2016	02/09/2016
2017	01/10/2017
2018	02/02/2018

Document Images

02/02/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
01/28/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
02/16/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
09/15/2010 -- Amendment	View image in PDF format
02/03/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
05/16/2008 -- ANNUAL REPORT	View image in PDF format
02/25/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
03/25/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
05/13/2002 -- ANNUAL REPORT	View image in PDF format
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01/31/1996 -- ANNUAL REPORT	View image in PDF format
01/31/1995 -- ANNUAL REPORT	View image in PDF format

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

Bernie Friedman of Becker, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

	Bernie Friedman
SIGNATURE	PRINTED NAME
Becker	4/26/2018
COMPANY OF NAME	DATE

Failure to sign or changes to this page shall render your bid non-responsive.

NONCOLLUSION AFFIDAVIT

STATE OF: FLORIDA

COUNTY OF: BROWARD, being first duly sworn, deposes and says that:

(1) He/she is Bernie Friedman of Becker, the Bidder that has submitted the attached Bid.

(2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

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

(SIGNED) _____
Title

Failure to sign or changes to this page shall render your bid non-responsive.

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

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

1. This form statement is submitted to City of Hollywood
By Bernie Friedman for Becker
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 1 E. Broward Blvd., Suite 1800, Ft. Lauderdale, FL 33301

and if applicable its Federal Employer Identification Number (FEIN) is 59-1640708 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statues, 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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

4. I understand that "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 into 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.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting sworn statement, nor any of its officers, director, 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

City of Hollywood, Florida
Issue Date Solicitation #

_____ 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, 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 (ONE) 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 THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 25th_____day of April_____, 2018__.

Personally known_____

Or produced identification_____Notary Public-State of Florida

_____ my commission expires_____
(Type of identification)

Colleen LaPlant
(Printed, typed or stamped commissioned name of notary public)
Colleen LaPlant

COLLEEN LAPLANT
MY COMMISSION # GG 074335
EXPIRES: June 16, 2021
Bonded Thru Notary Public Underwriters

Failure to sign or changes to this page shall render your bid non-responsive.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Bernie Friedman
Becker
1 E. Broward Blvd., 18th Floor
Fort Lauderdale, FL 33301

Application Number and/or Project Name:

Solicitation RFP-4581-18-JE; State and Local Lobbying Services

Applicant IRS/Vendor Number: 59-1640708

Type/Print Name and Title of Authorized Representative:

Bernie Friedman

Signature: _____ Date: 4/26/18

Failure to sign or changes to this page shall render your bid non-responsive.

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that maybe imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 commodities or contractual services that are under bid, 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 these requirements.

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

Bernie Friedman

VENDOR'S SIGNATURE PRINTED NAME

Becker

NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate.
Other personal services for which a fee is normally charged by the person providing the services.
Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE	Bernie Friedman PRINTED NAME
Becker NAME OF COMPANY	Shareholder TITLE

Failure to sign this page shall render your bid non-responsive.

Issue Date

City of Hollywood, Florida
Solicitation #

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Becker & Poliakoff

Firm giving Reference: City of Cape Coral

Address: 1015 Cultural Park Boulevard, Cape Coral, Fl 33990

Phone: 239-574-0446

Fax: 239-574-0452

Email: thall@capecoral.net

1. Q: What was the dollar value of the contract?
   A:$50,000

2. Have there been any change orders, and if so, how many?
   A:No

3. Q: Did they perform on a timely basis as required by the agreement?
   A:Yes, always.

4. Q: Was the project manager easy to get in contact with?
   A:Yes, always.

5. Q: Would you use them again?
   A:Absolutely

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

   A: ☒ 5 *Excellent* ☐ 4 *Good* ☐ 3 *Fair* ☐ 2 *Poor* ☐ 1 *Unacceptable*

7. Q: Is there anything else we should know, that we have notasked?
   A:This firm is very responsive and dedicated. They have provided us with excellent service.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Terri Hall Title Legislative Coordinator

Signature: Terri Hall Date: 4/20/2018

City of Hollywood, Florida

Issue Date Solicitation #

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: The Becker Firm

Firm giving Reference: City of Lauderhill

Address: 5581 W. Oakland Park Blvd. Lauderhill, FL 33313

Phone: 954-730-3000

Fax: 954-730-3025

Email: dgiles@lauderhill-fl.gov / jboukhari@lauderhill-fl.gov.

1. **Q:** What was the dollar value of the contract?
   A: $4500 / monthly
2. Have there been any change orders, and if so, how many?
   A: NO
3. **Q:** Did they perform on a timely basis as required by the agreement?
   A: Yes
4. **Q:** Was the project manager easy to get in contact with?
   A: Yes
5. **Q:** Would you use them again?
   A: Yes
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)
   A: ☒ 5 *Excellent* ☐ 4 *Good* ☐ 3 *Fair* ☐ 2 *Poor* ☐ 1 *Unacceptable*
7. **Q:** Is there anything else we should know, that we have not asked?
   A: They are helpful and a pleasure to work with on projects

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Desorae Giles-Smith Title Deputy City Manager

Signature: Date: 4/24/18.

City of Hollywood, Florida

Issue Date Solicitation #

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: The Becker Firm

Firm giving Reference: Town of Lake Park – John D'Agostino – Town Manager

Address: 535 Park Avenue, Lake Park Florida 33403

Phone: 561-881-3304

Fax: 561-8813314

Email: jdagostino@lakeparkflorida.gov

1. **Q:** What was the dollar value of the contract?
   A:$42,000

2. Have there been any change orders, and if so, how many?
   A: None. We have an all inclusive contract

3. **Q:** Did they perform on a timely basis as required by theagreement?
   A: Absolutely Yes

4. **Q:** Was the project manager easy to get in contactwith?
   A: Ellyn Bagdnoff was easily accessible by phone, e-mail and in person once our delegation was at the Capital

5. **Q:** Would you use them again?
   A: We have renewed their contract and see no reason at this time not to continue our contractual relationship

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

   A: ☒ 5 *Excellent* ☐ 4 *Good* ☐ 3 *Fair* ☐ 2 *Poor* ☐ 1 *Unacceptable*

7. **Q:** Is there anything else we should know, that we have notasked?
   A: Prior to my tenure with the Town, the Commission voted to remove the old lobbyist because the Commission felt as though they had no say in funding opportunities. We feel fortunate to work with Becker as they allow us to provide input into funding areas with the State. We believe we have a great team who works with us on our funding initiatives and provides meaningful input on what we can realistically expect. Although this year, funding was not available to us, we feel the Becker Firm offers our Community the best possible ability to secure future funding from the Tallahassee. They have a personal relationship EVERYONE in Tallahassee.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendorinterference/collusion.

Name: John D'Agostino Title Town Manager

Signature: Date: 04/23/2018

Becker

Bernie Friedman

Shareholder

Ft. Lauderdale, Florida
T: 954.987.7550

BFRIEDMAN@beckerlawyers.com

Practices

- Government Law & Lobbying
  - Gaming & Sports Law
  - Local Government Lobbying & Procurement
  - State Legislative Lobbying
- Public, Private Partnerships (P3)

Education

- American University, J.D., 1984
- George Washington University, B.A., 1980, *Phi Beta Kappa*

Bar Admissions

- Florida, 1985
- District of Columbia, 1985

Mr. Friedman is the shareholder in charge of the Firm's Government Law and Lobbying practice group. He represents a wide variety of businesses, non-profit organizations, developers, and trade associations before local governments in South Florida, the Florida Legislature and Executive Agencies in Tallahassee. He has helped public and private sector clients secure millions of dollars in government grants, procurements, concessions and contracts. An experienced lawyer-lobbyist, he provides strategic advice and guides clients through the complex governmental procurement process, including responding to Requests for Proposals (RFP) from the early stages of team building through project submittals and presentations to final selection and negotiation.

Recognized by the Sun-Sentinel as one of the area's most influential lawyer-lobbyists, his 30+ years of political experience, knowledge of the government, and access to key decision makers are extremely valuable to his clients. An active and visible political figure, Mr. Friedman has addressed the Democratic National Convention, testified before U.S. Congress, and appeared on programs including "Good Morning America", "The O'Reilly Factor" and "Larry King." Prior to practicing law in Florida, he spent ten years working on Capitol Hill as Chief-of-Staff to a U.S. Congressman. He was the youngest chief-of-staff at the time.

EXPERIENCE

- Lead lawyer and lobbyist for Matthews Southwest, the developer of the Broward County Convention Center Expansion and 800-room hotel. Mr. Friedman has worked extensively with City of Fort Lauderdale and Broward County staff and elected officials on a variety of complex development and financing issues.
- Helped secure millions of dollars in dozens of line item State Appropriations for human service agencies and nursing homes affiliated with the Florida Association of Jewish Federations during 25+ years of representation.
- Helped pass mandatory Holocaust Education legislation and other legislation related to Hate Crimes and the divestiture of State pension funds from certain countries, such as Iran and Sudan Legislation to allow for investment in Israel Bonds, and Legislation banning State and local governments from doing business with companies engaged in BDS boycotts of Israel.
- Represented the City of Hollywood and helped secure millions of dollars of State funds for senior center programs, beach nourishment, park improvements, museums, and public safety during 25 years of representation.
- Helped pass substantive legislation regarding Home Rule Power, Annexation, Community Re-Development Agencies (CRA),

Municipal Elections, and coastal construction and development.

- Represented Isle Casino at Pompano Park Racing for 25 plus year. Supervised the $20 million successful statewide political campaign of the casino referendum on behalf of The Isle Casino and Racing at Pompano Park. Helped pass enabling legislation and Agency Rules to govern slot machine gaming and cardrooms.
- Worked on hundreds of permit approvals in the design, construction and operation of the new $182 million Isle Casino and Racing at Pompano Park. Helped pass legislation to reduce the tax rate and expand hours of operation and types of games.
- Helped devise the winning strategies for concessions and contracts for numerous clients at Fort Lauderdale-Hollywood International Airport and Miami Airport: Duty Free Americas, Secure Wrap, Smart Carte, Paradies Shops, Delaware North Food and Hospitality, Inc., Fuel Facility Management, Travelex Financial and Business Services, Go Airport Shuttle, Master Concessionair Sunshine Cleaning Services, Air-IT, HMS Host, Paradies, Standard Parking, Yellow Taxi and SP Plus.
- Helped clients win various hotly contested engineering and design projects at Ft. Lauderdale-Hollywood International Airport such as: Exit Roadway Design Criteria Package, High Speed Taxiway/ Airfield Modification and General on-call aviation Engineering for Reynolds Smith Hill, the award winning design for the Rental Car Garage – Spillis Candella-DMJM-AECOM, the design of new $600M South Runway RSH, Atkins, Balfour Beatty- James A. Cummings JV for the construction of the new Terminal 4, Tutor Perini for Design-Build New Runway and Apron Project, Gresham Smith Terminal Modernization, NV5 New South Runway QAMTS, Keith and Associates and Cartaya for on-call engineering.
- Quarterbacked a coalition lead by the Florida Retail Federation and hundreds of national and local retailers and shopping center owners in opposition to an Ordinance that would have required mandatory security cameras in all retail parking lots in Broward County.
- Lead lobbyist for Seawood Builders/Catalfumo – H.J. Russell on the hard fought right to design and build Broward County's new $50 million Central Broward Regional Park in Lauderhill. Negotiated significant change orders, code interpretations, and design criteria issues with County and City officials.
- Represented Embraer Aircraft, Inc. in its successful efforts to secure long term lease extension for aircraft maintenance, and parts distribution center adjacent to the North Runway at Ft. Lauderdale-Hollywood International Airport.

PROFESSIONAL / COMMUNITY ACTIVITIES

Mr. Friedman is a past President of the David Posnack Jewish Community Center, which serves thousands of people throughout Broward County on its 50-acre campus in Davie, Florida.

He is also on the Board of Directors of the Ft. Lauderdale Chamber of Commerce, the Florida Restaurant and Lodging Association Broward Chapter, the Jewish Federation Broward County and is Secretary of the South Florida Public Broadcasting Service.

Mr. Friedman has twice served as Chair of the Jewish Federation of Broward County's Community Campaign Celebration with noted speakers Alan Dershowitz and Nobel Laureate Elie Wiesel and has chaired the Jewish Federation's corporate campaign for over 10 years.

Becker

Yolanda Cash Jackson

Shareholder

Ft. Lauderdale, Florida
T: 954.987.7550

YJACKSON@beckerlawyers.com

Practices

- Government Law & Lobbying
  - Local Government Lobbying & Procurement
  - Local Government Representation
  - State Legislative Lobbying

Education

- University of Florida, J.D. 1990, B.S. 1980

Bar Admissions

- Florida

Yolanda Cash Jackson is an experienced Government Law attorney who has established a strong reputation in the community for her leadership and commitment to civic, charitable and professional organizations. She concentrates her practice in the area of Governmental Relations and has developed a proficiency in state government funding and appropriations. Ms. Jackson has excellent working relationships with several of the state's leading elected officials and policymakers.

Ms. Jackson was elected to Becker's Management Committee in 2010.

RECOGNITION

- Legal Luminary Finalist by the Dade County Bar Association in 2017.
- Inductee into the Children of Inmates League of Superheroes. The only non-elected, non-government official to receive this honor for the third time (in 2017).
- Women on the Move 2017 by Onyx Magazine
- City Year Miami Legal Professional of the Year 2017
- Florida Trend Magazine "Florida's Legal Elite" 2016
- Gertrude Rush Award 2016
- St. Johns Community Development Corporation Inc., Chairman's Award 2016
- National Organization of Black Elected Legislative Women President's Award 2016
- Top 100 National Black Lawyer 2015
- Lauderhill Regional Chamber of Commerce Woman of Distinction 2015
- Women of a New Tribe: Miami Icons
- Women Who Make a Difference Award – Junior League of Miami
- Keynote Speaker at the University of Florida Annual Association of Black Alumni weekend
- Broward Black Elected Officials Community Service Award
- ICABA Recognition Honoree Award; one of the 100 Most Accomplished Blacks in Law in South Florida
- Community Leader of the Year
- Distinguished African American Women with Vision, Dare and Care by Les Bonnes Amies Club
- Woman to Watch by the Sun Post Magazine
- In the Company of Women award presented by Miami-Dade County Commission on the Status of Women 2007
- The Florida Bar Young Lawyers Division of Governors Government Affairs symposium 2007
- Jessie Trice Hero Award 2004

PROFESSIONAL / COMMUNITY ACTIVITIES

Ms. Jackson serves on the boards of the 2016-2017 University of Florida Foundation and is a past serving board member on the 2009 University of Florida, Levin College of Law Trustees; the Orange Bowl Committee, the United States Senate Military Affairs Committee; the National Black Caucus of State Legislators, Corporate Round Table; the International Women's Forum; and the Miami-Dade County Black Affairs Advisory Board Commission for Women.

Ms. Jackson is a current appointee to the Florida Bar's new standing committee on Governmental and Public Policy Advocacy.

Ms. Jackson is an active member on the Greater Miami Chapter of the Links, Inc., with special appointment to the National Legislative and Public Affairs Committee; Miami Alumni Chapter of Delta Sigma Theta Sorority; and the Greater Miami Chamber of Commerce, former Chair-State Advocacy Committee, and Leadership Florida.

Ms. Jackson acts as moderator on certain key panels and speaker on various television and radio talk shows pertaining to governmental and lobbying issues.

Becker

Nicholas G. Matthews

Senior Government Relations Consultant

Ft. Lauderdale, Florida
T: 954.987.7550

NMATTHEWS@beckerlawyers.com

Practices

- Government Law & Lobbying
  - Local Government Lobbying & Procurement
  - Local Government Representation
  - State Legislative Lobbying

Education

- Florida State University, Masters of Applied American Politics and Policy (2008), BS, International affairs with Political Science Emphasis (2006)

Nicholas G. Matthews is an experienced advocate with an extensive background in state and local legislative, budgetary and executive processes. He is uniquely experienced and knowledgeable in healthcare, local government, finance and tax, economic development, criminal justice and transportation issues.

As a former lobbyist for Broward County, Mr. Matthews managed Broward County's advocacy as a part of their Office of Intergovernmental Affairs and Professional Standards. He specifically developed, managed and advocated for Broward County's State Legislative Program and Appropriation Priorities.He worked closely with the Mayor, Vice Mayor, Commissioners, County Administration, Department Directors, Constitutional Officers, City Managers and City Commissioners in that capacity. He also served as Chief of Staff to Florida Senator Eleanor Sobel, where he managed the Senator's legislative efforts and supervised the District and Capitol staff.

Mr. Matthews has coordinated advocacy efforts with the Broward Workshop, Greater Ft. Lauderdale Alliance, Ft. Lauderdale Chamber of Commerce, the Broward Chapter of the Restaurant and Lodging Association, Broward Days, and the Port Everglades Association.

EXPERIENCE

Some of the projects Mr. Matthews helped to coordinate include:

- Broward County's $45 million beach nourishment project;
- Seaport and airport state grants, large infrastructure projects for wastewater and water services, and economic development;
- Has lobbied for important programs like child protection teams, homelessness grants, affordable housing, and funding for environmental clean-up programs.

PROFESSIONAL / COMMUNITY ACTIVITIES

- Member of the Board of Directors, Broward Days
- Member of the Governmental Relations Committee Member, YMCA of South Florida
- Immediate Past President, Florida Association for Intergovernmental Relations
- 2014 – 2015 Former Member of the Board of Directors, Florida Shore and Beach Preservation Association
- 2012 – 2014 Former Member, National Association of County Intergovernmental Relations Officials
- 2012 – 2014 Former Committee Member, Human Services and Education Committee, National Association of Counties

Becker

Ellyn S. Bogdanoff

Shareholder

Ft. Lauderdale, Florida
T: 954.987.7550

EBOGDANOFF@beckerlawyers.com

Practices

- Government Law & Lobbying
  - State Legislative Lobbying

Education

- University of Florida, B.A. 1980, *with honors*
- Nova Southeastern University, J.D. 2003

Bar Admissions

- Florida

Senator Bogdanoff joined the firm after serving over six years as a Member of the Florida House of Representatives and two years as a Florida State Senator.

She also has over 30 years in the business sector, owning her first insurance business by the age of 21 and, after 16 years, selling her interest in her company. In 1997, she opened a corporate and local government consulting firm. Senator Bogdanoff later attended law school, graduating in 2003. She began her legal career as a litigator and is currently a Certified Circuit Civil and Family Mediator.

After leaving public office in 2012, Senator Bogdanoff expanded her practice to include government consulting in Tallahassee. Her knowledge, experience, and access to key decision makers are extremely valuable to her clients.

RECOGNITION

- Over 70 awards for legislative advocacy from 2004 to 2012 from various community groups and state associations.
- "Up and Comers" Award, 1991
- Women's Circle of Excellence, Women's Chamber of Commerce 1998
- Youth Law Center, 2000 – For Child Advocacy
- March of Dimes, Woman of Distinction, 2001
- Women-Owned Business Award, 2001 – The Fort Lauderdale Chamber of Commerce Annual Salute to Business Awards
- Healthy Mothers – Healthy Babies, Outstanding Mothers of 2003
- Jacob's Ladder Award for child advocacy from Jewish Adoption and Foster Care Options (JAFCO) in 2004
- Broward Partnership for the Homeless Legislative Advocacy Award 2006
- Florida's Children First Recognition in 2006 for her commitment to children growing up in the foster care system.

PROFESSIONAL / COMMUNITY ACTIVITIES

- Federal Judicial Nominating Committee 2105 to present – Appointed by Senator Marco Rubio and Senator Bill Nelson
- Governmental and Public Policy Advocacy Committee of The Florida Bar
- Florida Senate President Appointment to the Early Learning Advisory Council (ELAC)
- T.E.A.C.H Advisory Council (Teacher Education Compensation Helps)
- Children's Home Society Advisory Board
- JAFCO (Jewish Adoption and Foster Care Options) Advisory Board
- Holocaust Documentation Center – Board Member, 2015-2018

- Civil Procedures Rules Committee – Florida Bar 2009-2014
- Museum of Discovery and Science in Broward County – Board of Trustees
- Legal Aid Advisory Board, 2002-03
- Fort Lauderdale Chamber of Commerce Board of Directors and Board of Governors
- Guardian ad litem, 17th Judicial Circuit
- Appointed member of the Fort Lauderdale Planning & Zoning Board
- Appointed by Senator Mel Martinez to the Federal Judicial Nominating Commission
- Appointed member of the Broward County Children's Services Board, Chair, 2003-2005
- Appointed by the Governor to the State Elections Commission, December, 2000 to May 2001
- Appointed by the Governor to State Board of Directors, WAGES Program, December, 1998 to June, 2000; Appointed Chairman of Statewide Research Committee
- Transition Team for Governor Jeb Bush, November, 1998 to January, 1999
- Board Member, Children's Home Society, 1989 to 1999
- Board Member, JAFCO (Jewish Adoption and Foster Care Options) 1992 to 2005
- Advisory Board Member and Mentor, Enterprise Ambassador Program of Nova Southeastern University, 1988 to 2000
- Foundation Board Member, Habitat for Humanity of Broward County, 1997, Chair, 1998
- Member, Broward Alliance, 1995 to 2001
- Appointed member of District Advisory Council of Broward County Schools, 1994 to 1996 and 1997 to 1999
- Appointed by Commissioner Ilene Lieberman to the Homeless Initiative Partnership Advisory Board of Broward County in 2000
- Appointed by Commissioner Tim Smith to the City of Fort Lauderdale Education Advisory Committee, 1997 to 2000
- Appointed by Commissioner Ilene Lieberman to the Human Rights Board of Broward County, 1997 to 2000
- Charter member, Women's Chamber of Commerce of Broward County, 1996 to 2001:
  - Board Member, 1998 to 1999, Chair, 1999 to 2000
  - Initiated several programs as Chair including Workforce 2020 and the Strategic Alliance of Women's Business Organizations. Acting President and Director of the WorkForce 2020 Project from December 2000 until July 2001.

Becker

Mario J. Bailey

Senior Government Relations Consultant

Ft. Lauderdale, Florida
T: 954.987.7550

MBAILEY@beckerlawyers.com

Practices

- Government Law & Lobbying
  - Local Government Representation
  - State Legislative Lobbying

Education

- The University of Alabama, B.A. in Political Science

Mario Bailey concentrates on government relations and lobbying in South Florida and Tallahassee. Mr. Bailey works closely with clients from various sectors including business, municipal government and education to advocate for their issues before various government agencies and the State Legislature. He assists in advancing his clients' political and legislative interests and monitoring legislative and regulatory issues that impact their various industries.

In college, he served as rules committee chairman of the Student Government Association's Senate, Vice-President of the Residence Hall Association, the Southern Province Vice-Polemarch of Kappa Alpha Psi, Fraternity, Inc. and a member of the Student Leaders Council. He also served as an intern to former U.S. Congressman Artur G. Davis of Alabama.

EXPERIENCE

- Mr. Bailey has been successful in guiding legislation and funding priorities through the legislative committee process, to the floor of the Florida House of Representatives and the Florida Senate, and ultimately, for the governor's signature.
- Mr. Bailey was appointed by Governor Rick Scott to the South Florida Regional Planning Council in 2013 and reappointed in 2017. The 19-member Council is charged with identifying the long-term challenges and opportunities facing Southeast Florida and assisting the region's leaders in developing and implementing creative solutions.
- Served as the Chief Legislative Aide to Florida State Representative Dwight M. Bullard. This experience taught him the intricacies of the legislative process, committee procedures, and helped him build strong ties to members of both parties and chambers. Mr. Bailey began his political career as a field coordinator on a congressional campaign in South Florida. Since then, he has been active in various civic and business organizations locally. He's an alumnus of the Greater Miami Chamber of Commerce's Leadership Miami Program and has served twice served as chair of the government focus session.

RECOGNITION

- Chosen as a 2017 Miami BMe Community Genius Leader
- Recognized as one of South Florida's Most Powerful and Influential Black Leaders for 2017 by *Legacy Magazine*.
- Finalist for the Greater Miami Chamber's HYPE Awards, honoring young professionals in their profession and the community
- Designated Professional Lobbyist Certification
- Greater Miami-Dade Chamber of Commerce's Leadership Miami Graduate

- Congressional Black Caucus Annual Legislators Conference Emerging Leader
- University of Alabama, Autherine Lucy Foster Award
- Student Government Association, Robert S. Vance Award

PROFESSIONAL / COMMUNITY ACTIVITIES

- Florida Association of Professional Lobbyists (FAPL)
- Greater Miami Chamber of Commerce Government Affairs Group, Past Vice Chair
- Leadership Miami, Executive Committee
- 100 Black Men of South Florida, Former Health and Wellness Chair
- Kappa Alpha Psi Fraternity Inc., past Southern Province Junior-Vice Polemarch

Becker

Jose A. Bermudez

Senior Government Relations Consultant

Miami, Florida
T: 305.262.4433

JBERMUDEZ@beckerlawyers.com

Practices

- Government Law & Lobbying
  - Local Government Lobbying & Procurement
  - State Legislative Lobbying

Education

- Miami Dade Community College

Jose A. Bermudez has had the pleasure of working for the past three Republican governors of the State of Florida. Most recently he served as Special Assistant and Governor's Regional Representative to Governor Rick Scott. As Regional Representative he was part of the Governor's statewide outreach team with responsibility for Miami-Dade, Broward, Palm Beach, Collier and Monroe County offices, working with members of the legislature to promote Governor Scott's economic development agenda and ensure passage of the Governor's legislative priorities.

Prior to joining the Governor's office, Jose served as Chief of Staff to the Mayor of Miami Beach, where he oversaw one of the most ambitious capital improvement programs in the city's history. This program of "Planned Progress" rebuilt streets, upgraded infrastructure such as drainage systems and water lines, renovated and rebuilt many city assets and built new facilities for parks and entertainment venues. Jose also served for the White House Advance Office under President George W. Bush during the 2004 re-election campaign.

EXPERIENCE

- Successfully represented many local governments before the legislature and state agencies on regulatory and administrative matters.
- Instrumental in receiving an opinion on the New Starts program from the Florida Department of Transportation that eliminated a 12.5% cap on state contributions on federally funded transportation projects.
- Currently represents the City of Miami, City of Homestead, Village of Virginia Gardens, City of Miami Springs, City of Doral, City of North Miami Beach, Miami Dade Expressway Authority, and Miami-Dade County.
- Represents clients at the local level on legislation, annexation issues and funding requests at the county and local municipal level.

RECOGNITION

Jose is committed to public service has been involved in many community and civic organizations. Jose currently serves as the Vice-Chair of the Governmental Affairs Committee of the Greater Miami Chamber of Commerce. Jose family background is distinctly unique, he is of Trinidad & Tobago and Venezuelan descent. Jose is an avid rugby player and is Vice President of the two time State Champions Miami Trident Rugby Football Club.

Becker

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Practices

- Government Law & Lobbying
  - Local Government Lobbying & Procurement
  - Local Government Representation
  - State Legislative Lobbying

Education

- St. Thomas University, B.A.
- Miami Dade College

José Keichi Fuentes has a strong network of contacts and over 30 years of experience working in the government and in the political arena. He is a government relations professional who represents local government, other public bodies and private sector clients in environmental, safety, infrastructure and water resources at the state and local levels.

His client list includes the City of Miami, Homestead, Pinecrest, Virginia Garden, North Miami Beach, Biscayne Park, Doral and Miami Springs, to name a few. In the private sector, he represents Hitachi, Wade Trim, ShotSpotter, Atkins, Community Champions, Century Homesbuilders, Covenant Airport Security, Mitsubishi and Ygrene/PACE. His extensive lobbying experience at the highest level of local, county and the state has helped him contribute to the passage of numerous legislation. He has also secured funding for the municipalities he represents through the allocation of major infrastructure projects funding. During his time as director of the South Florida Water Management District, Regional Office, Jose was instrumental in securing funds for key water projects Miami-Dade county.

RECOGNITION

In 2017 Mr. Fuentes was honored by the Greater Miami Chamber of Commerce with the International Governmental Relations Award for his work in continuing to build relationships Japan and Miami. He has been honored by the Diabetes Association with the "Valor Award" for community service, and the South Florida Hispanic Chamber of Commerce with the "Annual Sunshine Award" as Public Official of the Year. He is included in Who's Who of Asian Americans and has been featured on numerous occasions in *The Miami Herald* for his devotion to community service and for his pride in his Cuban/Japanese Heritage. He was a finalist for the Price Waterhouse Up & Comers Award.

Mr. Fuentes' family background is distinctly unique, he is of Cuban and Japanese descent. His mother and grandparents were interned in the Gila River Camps during WWII, a topic which he speaks to. Jose is an avid marathoner, having participated in over 31 marathons and 32 half marathons.

He is a proud alum of St. Thomas University in Miami and attended Miami Dade College. Jose is a resident of Miami's Coconut Grove area.

PROFESSIONAL / COMMUNITY ACTIVITIES

Recently, he was recognized by the Japanese Ministry of Foreign Affairs with a commendation for his work in helping to strengthen the relationship between the U.S., Florida, Japan, and Latin America. Mr.

Fuentes is committed to public service as proven through his community, civic and volunteer work. Most recently, he was re-appointed by Governor Rick Scott to the Board of Trustees of Miami Dade College, the largest and most diverse college in the nation. He was also asked to serve as Chairman of the Governmental Affairs Group of the Greater Miami Chamber of Commerce where he has played a key role in engaging the Chamber to support the High-Speed Rail and Miami's Port Tunnel Project and numerous other Legislative Issues that impact South Florida. He also serves on the Executive Committee of the Greater Miami Chamber of Commerce.

Currently, Mr. Fuentes is a board member of the City of Miami Waterfront Advisory Board and Chairman of Read to Succeed. He is a member of the City of Miami's Mayor's International Council and has served on the Executive Committee of the Miami-Dade County Republican Party. Mr. Fuentes is past Chairman of both United Home Care Services and the Miami-Dade County Asian-American Advisory Board.

He has been very involved in activities enhancing the relationship between Japan and Miami. He serves as Chairman of the Miami Kagoshima Sister Cities Committee and has been invited by the Japanese Ministry of Foreign Affairs (MOFA) to participate as a member of the Japanese American Leadership Delegation (JALD) in 2006. He continues to serve in an Advisory role along with 14 other Japanese Americans from across the United States. Mr. Fuentes has been fortunate to be a guest of both Governor Jeb Bush and President George Bush in similar related activities. He most recently leads his third delegation to Kagoshima and for the first time in 25 years, the group was accompanied by the City's Mayor. To further build on this relationship, Jose assisted in the coordination of a trip in which the Miami Marlins visited Kagoshima.

Solicitation RFP-4581-18-JE

State and Local Lobbying Services

Bid Designation: Public

City of Hollywood, Florida

Bid RFP-4581-18-JE
State and Local Lobbying Services

Bid Number	RFP-4581-18-JE
Bid Title	State and Local Lobbying Services
Bid Start Date	In Held
Bid End Date	Apr 26, 2018 3:00:00 PM EDT
Question & Answer End Date	Apr 19, 2018 6:00:00 PM EDT
Bid Contact	Janice English 954-921-3345 JENGLISH@hollywoodfl.org
Bid Contact	Jenny Castano Procurement Specialist 954-921-3553 jecastano@hollywoodfl.org
Bid Contact	Paul Bassar Contract Compliance Officer 954-921-3628 pbassar@hollywoodfl.org

Description

The City of Hollywood, as represented by the Office of City Manager, is soliciting proposals from qualified candidates/firms to perform the responsibilities of a lobbyist. Given the many legislative issues currently impacting Hollywood, the City is seeking experienced, ethical, professional Lobbyists to encourage responsive and responsible decision making with emphasis at the state and local level. Additionally, the lobbyist is to serve as an information provider and consultant to the City regarding legislative and related administrative process issues. The goal of this procurement is to create a pool of lobbyists to assist the City in influencing legislation at the state and local levels and to identify funding and grant opportunities.

The lobbyist will be responsible to serve in a consulting and advisory capacity to the City of Hollywood for all issues proposed or pending at the state and local level. This will include, but not limited to, issues in regular sessions, special sessions, subcommittees and committees, and other public meetings as appropriate.

State and Local Lobbying Services

Solicitation # RFP-4581-18-JE

Issue Date: March 28, 2018
Closing Date: April 26, 2018

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): _____ Federal Tax Identification Number: _____

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

_____ _____ _____
Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City

Bid/Proposal Name: State and Local Lobbying Services
Bid/Proposal Number: RFP-4581-18-JE
Bid/Proposal Opening Date: April 26, 2018

Firm Name/Address: _____
_____
_____

Return to:

City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

One (1) original
Five (5) Copies
One (1) complete electronic copy (CD)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibly for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at http://www.hollywoodfl.org/ConeOfSilence

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

PROCUREMENT SERVICES CONTACT INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Director of Procurement and Contract Compliance, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

NARRATIVE OR PURPOSE:

The City of Hollywood, as represented by the Office of City Manager, is soliciting proposals from qualified candidates/firms to perform the responsibilities of a lobbyist. Given the many legislative issues currently impacting Hollywood, the City is seeking experienced, ethical, professional Lobbyists to encourage responsive and responsible decision making with emphasis at the state and local level. Additionally, the lobbyist is to serve as an information provider and consultant to the City regarding legislative and related administrative process issues. The goal of this procurement is to create a pool of lobbyists to assist the City in influencing legislation at the state and local levels and to identify funding and grant opportunities.

The lobbyist will be responsible to serve in a consulting and advisory capacity to the City of Hollywood for all issues proposed or pending at the state and local level. This will include, but not limited to, issues in regular sessions, special sessions, subcommittees and committees, and other public meetings as appropriate.

1.0 G
ENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

B. The Proposer misstates or conceals any material fact in the proposal, or if

C. The proposal does not strictly conform to the law or requirements of the RFP, or if

D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

1.7 WITHDRAWAL OF PROPOSALS

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.

B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

1.8 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.

B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

C. All manual signatures must have the name typed directly under the line of the signature.

D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Director of Procurement and Contract Compliance, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.
Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if

the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.

B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

D. This Section applies only to any contract for goods or services of $1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, 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 of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 each

Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 Combined Single Limit.

D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such

penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material suppler.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the City's materials and property;

3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;

5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;

2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Proposer has failed to make prompt payment to subproposers or suppliers for any devices;

4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;

5. The Proposer has failed to obtain the approval of the City where required by this Agreement;

6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,

C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

1.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

Purpose:

The City of Hollywood, as represented by the Office of City Manager, is soliciting proposals from qualified candidates/firms to perform the responsibilities of a lobbyist. Given the many legislative issues currently impacting Hollywood, the City is seeking experienced, ethical, professional Lobbyists to encourage responsive and responsible decision making with emphasis at the state and local level. Additionally, the lobbyist is to serve as an information provider and consultant to the City regarding legislative and related administrative process issues. The goal of this procurement is to create a pool of lobbyists to assist the City in influencing legislation at the state and local levels and to identify funding and grant opportunities.

The lobbyist will be responsible to serve in a consulting and advisory capacity to the City of Hollywood for all issues proposed or pending at the state and local level. This will include, but not limited to, issues in regular sessions, special sessions, subcommittees and committees, and other public meetings as appropriate.

Qualifications:

The selected lobbyist should, at a minimum, possess:

- a strong working knowledge of legislative, administrative, and regulatory processes at the local and state level;
- a clear understanding of the City of Hollywood, the state programs administered by the City, and a knowledge of the funding needs and policy issues important to the City;
- a history of successful lobbying experience at the state and local level;
- a clear strategy for representing the City at meetings with key legislators at the state and local level as well as members of the Governor's Office;
- the ability to liaison with Members of the State Legislature, state agencies, the Governor's Office, the County Commission and agencies;
- expertise to provide legal and legislative research upon request;
- resources to attend committee meetings, administrative hearings and County Commission meetings and workshops; monitor legislative and administrative developments; and report back to City staff;
- experience in identifying and securing various sources of state and local funding;
- experience in coordinating communications and meetings with Members of Legislature, state agencies, the Governor's Office, and County Commissioners;
- experience in working with state Senate and House committees;
- ability to provide timely notice of hearings.

It is desirable that the selected lobbyist possess a strong working knowledge of legislative, administrative, and regulatory processes and issues related to local government.

General Responsibilities:

Working in consultation with the City Manager and/or his/her designee, the general areas of responsibility for the lobbyist are:

1. Identify issues that may affect the City or its citizens, and regularly inform the City as to these matters by providing legal and legislative expertise and consulting services.

2. Assist the City Commission and City staff in the coordination and development of the City legislative action program for state and local issues.

3. Monitor state legislative committee meetings and hearings prior to and during the regular and special legislative sessions(s) at which specific issues within the adopted City legislative action program are considered, as well as others that may arise that affect the City.

4. Raise, discuss, and recommend any affirmative legislative action that may benefit the City.

5. Develop and evaluate strategy for the support, opposition, and amendment of pending legislation before the state and/or county commission.

6. Integrate efforts with the City Manager or his/her designee to ensure a strong, consistent legislative action plan.

7. Assist in writing, interpreting, and monitoring legislation and regulations; draft legislation, amendments, proviso language, position papers, and testimony.

8. Obtain documentation and research materials upon request.

9. Assist the City of Hollywood in obtaining state permits, funding and grants.

10. Contact and communicate with agencies and officers of the state and local government as directed by the City Manager or his/her designee.

11. Establish and maintain liaisons with state and local agencies, officers, and elected officials.

12. Coordinate appointments and meetings with legislators and City Commissioners and City staff when necessary, and be prepared to participate as required.

13. Lobby on behalf of City-sponsored legislation and on specific bills and issues under the general guidance of the City Manager or his/her designee.

14. Appear and testify before state agency hearings, rule-making proceedings, and other administrative agency or legislative meetings, when necessary to promote and seek passage of legislation affecting the City of Hollywood.

15. Testify and lobby, as necessary, before the state legislature and Governor on behalf of the City of Hollywood during the annual legislative session, extended or special sessions, and at legislative committee meetings.

16. Provide legislative counsel and advocacy services including preparing reports and advising the City on the current status of legislation during the legislative session.

17. Report on an as needed basis on those issues important to the City and the actions taken on such issues.

18. Submit regular reports, which reflect progress toward accomplishing the objectives outlined in the legislative action plan.

19. Maintains a full-time functional office in Tallahassee.

Current Concerns:

See attached legislative issues (Attachment A).

Requirements:

Interested proposers should submit in letter format their qualifications, experience, a list of current clients, a five-year grid detailing the amount of dollars in grants successfully applied for, particular areas of expertise, and resumes of key personnel.

The proposal should include:

- a description of the lobbyist's understanding of key issues to the City of Hollywood;
- the lobbyist's specific experience on key City issues referred to in Attachment A;
- an explanation of the lobbyist's plans to provide services on issues and subject areas outside the expertise of its team members, specifically those that may be identified in Attachment A;
- a description of how the lobbyist would enhance the City's position with respect to legislation and budgetary authorizations and appropriations;
- how the lobbyist plans to establish, maintain, and enhance working relationships between City elected officials and staff and the executive and legislative branches of the state government as well as at the County level;
- a list of accomplishments achieved on behalf of local governments as well as funding obtained for local governments during recent sessions; and

- a current written listing of all its clients. This list must be included in your proposal to the City.

CONTRACT TERM:

The term of this contract is for a three (3) year period with an option to renew for three (3) additional one (1) year periods, subject to vendor acceptance, satisfactory performance and determination that any renewal will be in the best interest of the City.

TERMINATION:

The City of Hollywood reserves the right to cancel the agreement with or without cause.

{THIS SECTION INTENTIONALLY LEFT BLANK}

SUBMISSION REQUIREMENTS:

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope using the label available provided in this document.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO.	**RFP-4581-18-JE**
TO BE OPENED:	**3:00 P.M., THURSDAY, APRIL 26, 2018**
AND ADDRESSED TO:	**CITY OF HOLLYWOOD OFFICE OF THE CITY CLERK 2600 HOLLYWOOD BLVD., ROOM 221 HOLLYWOOD, FLORIDA 33020**

AN ORIGINAL, CLEARLY IDENTIFIED, AND FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY (CD) OR FLASH-DRIVE OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

SUBMISSION REQUIREMENTS (CONTINUED)

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All

Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

FORMAT

1. Title Page

   Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

   Clearly identify the material by section and page number.

3. Letter of Transmittal

   Limit to one (1) or two (2) printed pages.

   a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.

   b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

4. Profile of Proposer

   a. State whether your organization is national, regional or local.

   b. State the location of the office from which your work is to be performed.

   c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.

   d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name, email, fax and telephone number of a representative for

whom the engagement was undertaken who can verify satisfactory performance.

e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

5. Summary of Proposer's Qualifications.

a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.

b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.

c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.

d. Describe what municipal staff support you anticipate for the project.

6. Project understanding, proposed approach, and methodology.

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

7. Summary of the Proposer's Fee Statement.

The Proposal will show the fee schedule. Express your fee in a lump sum not-to-exceed maximum amount and a separate price for the components of the work shown in scope of service and include a chart of the rates which ties the project plan and milestones to hours assigned to the personnel. Additionally, indicate your expectations concerning reimbursement for travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable. If additional work is required beyond the scope of this contract, how would those services be billed? This may include additional presentations or follow-up as requested.

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).

INSURANCE REQUIREMENTS

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	$1,000,000
Products-Comp/Op Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	$500,000

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	$100,000/500,000/100,000 for coverage

Professional Liability:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional

services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

$500,000 per Occurrence/$1,000,000 Aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

RFP Schedule

REQUEST FOR PROPOSALS ISSUED	MARCH 28, 2018
QUESTIONS DEADLINE	APRIL 19, 2018
PROPOSAL DUE DATE-PRIOR TO 3:00P.M.	APRIL 26, 2018

PROCUREMENT SERVICES CONTACT:

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Director of Procurement and Contract Compliance, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

   Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

4. All materials submitted in response to the RFP become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.

5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.

6. Copies of Proposals submitted may not be viewed until thirty (30) days after RFP opening date.

7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

   Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

8. Vendors conducting business with the City of Hollywood whose business is located in the State of Florida, should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood, however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit http://sunbiz.org/ to register your company or for further question regarding registration.

9. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

1.	Qualification of Firm - Firm's experience in State & Local Lobbyist Services to include but not be limited to: demonstrated knowledge of legislative affairs, interpretations of legal implications, legislative policy statements, major successes for clients, etc.; Including credentials, certifications, licenses, Insurance; Experience of staff assigned to this contract	0-30-points
2.	Project Organization and Technical Qualifications of the Persons Assigned to the Project	0-10 points
3.	Project Understanding, Proposed Approach and Methodology	0-10 points
4.	Relationships, Resources and Capabilities- Existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. Also other resources and capabilities your firm will provide to this contract.	0-20 points
5.	Cost to the City	0-30 points
	MAXIMUM TECHNICAL POINTS	**100**
6.	Local Preference	5-points
	MAXIMUM TOTAL POINTS	**105**

SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and maybe short listed if necessary to develop a list consisting of the firms receiving the highest point ratings. The committee may conduct discussions with proposer on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing proposers. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm.

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

SIGNATURE PRINTED NAME

COMPANY OF NAME DATE

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida
Issue Date Solicitation #

NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____, being first duly sworn, deposes and says that:

(1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.

(2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

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

(SIGNED)_____
Title

Failure to sign or changes to this page shall render your bid non-responsive.

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

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

1. This form statement is submitted to _____
by_____ for _____
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is _____
and if applicable its Federal Employer Identification Number (FEIN) is _____ If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.
_____

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statues, 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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

4. I understand that "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 into 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.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting sworn statement, nor any of its officers, director, 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

City of Hollywood, Florida
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_____ 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, 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 (ONE) 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 THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

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

Personally known_____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires_____
(Type of identification)

_____
(Printed, typed or stamped commissioned name of notary public)

Failure to sign or changes to this page shall render your bid non-responsive.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

_____

_____

_____

Application Number and/or Project Name:

_____

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

_____

Signature: _____ Date: _____

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida
Issue Date Solicitation #

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 commodities or contractual services that are under bid, 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 these requirements.

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

_____ _____
VENDOR'S SIGNATURE PRINTED NAME

_____
NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate.
Other personal services for which a fee is normally charged by the person providing the services.
Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____	_____
SIGNATURE	PRINTED NAME
_____	_____
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive.

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

1. **Q:** What was the dollar value of the contract?
   A:

2. Have there been any change orders, and if so, how many?
   A:

3. **Q:** Did they perform on a timely basis as required by the agreement?
   A:

4. **Q:** Was the project manager easy to get in contact with?
   A:

5. **Q:** Would you use them again?
   A:

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

   A: ☐**5** *Excellent* ☐**4** *Good* ☐**3** *Fair* ☐ **2** *Poor* ☐**1** *Unacceptable*

7. **Q:** Is there anything else we should know, that we have not asked?
   A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title _____

Signature: _____ Date: _____

ATTACHMENT "A"

2018 City of Hollywood Legislative Priorities

Federal Priorities:

- Maintain/increase funding for CDBG and HOME programs
- Funding for programs to assist the homeless
- Funding for sewer infrastructure (septic to sewer conversions)
- Federal funding for resiliency projects to protect infrastructure (sea walls, roadways, utilities, facilities)
- Funding for beach nourishment and sand by-pass project
- Supporting Congressional bills S.279 and HB.833 to amend section 935 of the Water Resources Development Act of 1986 to facilitate the use of foreign offshore sand in beach nourishment projects and urging Congress to fund and expedite a study to allow foreign sand to be used in nourishment projects
- Ensure property owners can obtain affordable flood insurance
- Monitoring for submission of a Land-into-Trust application by Seminole Tribe to absorb lands within the jurisdiction of the City into the reservation
- Funding for Zika prevention

State Priorities:

- Vacation Rental Regulations – oppose legislation which strips local municipalities' ability to regulate frequency and length of stay for properties used as short term vacation rental and support for the return of control to local government so they may address impacts of transient rental upon single family neighborhoods
- Establish regulation of Party Houses
- Preservation of the ability to charge a Local Business Tax and maintenance of the current rate for Communications Services Tax
- Supporting the amendment of state statute 327.4108 to add North and South Lakes to the list of designated anchoring limitation areas
- Allow for the installation of public safety cameras upon Florida Department of Transportation (FDOT) rights of way to provide municipalities the ability to operate a CCTV and LPR program
- Funding to assist in planning and implementing the closure of the City's ocean outfall
- Funding for planning for sea level rise and implementation of mitigation projects
- Funding and permitting of sand-by-pass project and beach nourishment
- Preservation of the local mitigation provision in the Seminole Compact
- Funding for septic to sewer conversions
- Funding for Tri-Rail Coastal Link, construction of the infrastructure needed for commuter rail as well as ongoing operational expenses
- Fully fund the Sadowski Trust to be used for housing related activities
- Provide Senior Program Funding
- Reinstatement of Florida Recreational Development Assistance Program (FRDAP) funding levels

- Amendment to state statute FS112 to preserve the financial capability of a pension plan by restricting supplemental payments (13th check) unless the funded ratio of the plan exceeds 90%
- Amend Florida State Statute Section 768.28 to expressly state that sovereign immunity constitutes immunity from suit to the extent not waived by applicable law
- Eliminate pre-emption and allow cities the authority to ban smoking on municipal property and regulate the use of Styrofoam and plastic bags
- Prohibit extensions on development permits granted by State law instead of by the local government
- Impact of increasing insurance costs upon homeowners and homeownership

Local Priorities:

- Funding and permitting of sand-by-pass project and beach nourishment
- Use of Tourist Development Taxes toward expenses that promote Hollywood as a destination and provide funding for beach nourishment and sand by-pass
- Funding for Tri-Rail Coastal Link

Question and Answers for Bid #RFP-4581-18-JE - State and Local Lobbying Services

Overall Bid Questions
There are no questions associated with this bid.

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared CHRISTINA RAVIX, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARINGS - CITY OF SOUTH MIAMI - OCT . 16, 2018

in the XXXX Court,
was published in said newspaper in the issues of

10/05/2018

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dad e County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

C. Ravix

Sworn to and subscribed before me this
5 day of OCTOBER, A.D. 2018

Barbara Thomas

(SEAL)
CHRISTINA RAVIX personally known to me

BARBARA THOMAS
Commission # GG 121171
Expires November 2, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

CITY OF SOUTH MIAMI
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, October 16, 2018, beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution authorizing City Manager to enter into a multi-year agreement with Becker & Poliakoff for Lobbying and Consulting Services.

A Resolution authorizing the City Manager to enter into a multi-year agreement with Compquip Technologies, LLC an authorized reseller of Check Point LTD, for maintenance and subscription service for the Police firewall appliance.

An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article 6, Section 20-6.1(A)(3)(a)(ii) to conform to the Charter amendment approved by referendum at the August 28, 2018 special election.

All interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at 305-663-6340.

Nkenga A. Payne, CMC
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

10/5 18-92/0000351811M

Family Church at Daytona Beach, who will preach Oct. 18, and Apostle Dr. Constance Smith Fields of My Father's House International Ministries of Daytona Beach. She will preach on Oct. 19.

Attendees are invited to wear camouflage attire, if so desired.

HU THE SOUND OF SOUL

Hu the Sound of Soul, will be presented at 11 a.m. on Oct. 14, at the Dunkin Donuts Conference Room at 8099 Dixie Hwy. The event is sponsored by Eckankar, the Path of Spiritual Freedom.

The topic for October is, "When God Speaks To Us, Do We Listen?"

According to Pier Mercer, Hu song is an ancient name for God and is sung like a prayer.

Call Mercer at 954-309-16682 for more information.

FAMILY AND FRIENDS SERVICE

The Episcopal Church of the Incarnation at 1835 NW 54th St. invites the community to its Family and Friends Service at 9 a.m. on Oct. 14.

The service will feature an inspirational sermon by the Rev. Bobbie Knowles, rector of the church. Music will be provided by St. Cecilia's Choir, the Men's Choir, and the Handbell Choir. The Liturgical Dancers will perform. A reception will follow in the fellowship hall.

Call Tedd Johnson at 786-282-9166 for more information.

NEIGHBORHOOD MARKET

You are invited to the Arts, Crafts and Neighborhood Market, presented by Palm Springs United Methodist Church, 5700 W. 12th Ave. from 9 a.m. to noon on Saturday, Oct. 13, at the church.

The Neighborhood Market is open to local businesses to promote their services and/or products to the community. There will also be many free children's activities. The day will also feature a rummage sale in the shed on the church grounds, and a boutique in the fellowship hall.

Also for sale will be hotdogs, brownies, chips and drinks. For more information, call 305-821-3232.

COMMUNITY GATHERING

At 4 p.m. Sunday, Coral Gables Congregational United Church of Christ, 3010 De Soto Blvd., will present "A Rabbi, an Imam, and a Pastor" during a special community gathering.

Three longtime friends, Rabbi Steven Engel of the Congregation of Reform Judaism of Orlando; Senior Imam Muhammad Musri of the Islamic Society of Central Florida; and the Rev. Bryan Fulwider, formerly of the First Congregational Church of Winter Park, are out to improve the world by living what they preach.

The three religious leaders host a weekly program on Orlando public radio, calling themselves "Three Wise Guys", and where they tackle pressing social issues, while calling upon their listening audience to use the values and tools of faith to overcome fear and intolerance.

The event is free and open to the public. For more information call 305-348-7266.

PREACHING ANNIVERSARY

Congratulations to Minister M. Dolores Richardson, who will celebrate her preaching anniversary at 10 a.m. Sunday, Oct. 14, at The Church of God Tabernacle (True Holiness), 1351 NW 67th St. in Liberty City, where her father-in-law Bishop Walter H. Richardson is the Pastor and overseer.

Minister Richardson was called to the ministry in 2006, and was licensed to preach in 2007. She is the wife of the Rev. Dr. Walter T. Richardson and they are the parents of two adult children, Walter LaMark Richardson and LaKisha Richardson Jones; the grandparents of 12, and the great-grandparents of four.

Minister Richardson is a breast cancer survivor and is asking all attendees to wear something in any shade of pink in honor of Breast Cancer Awareness Month.

CITY OF SOUTH MIAMI
COURTESY NOTICE

NOTICE IS HEREBY given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, October 16, 2018, beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution authorizing City Manager to enter into a multi-year agreement with Becker & Poliakoff for Lobbying and Consulting Services.

A Resolution authorizing the City Manager to enter into a multi-year agreement with Compquip Technologies, LLC an authorized reseller of Check Point LTD, for maintenance and subscription service for the Police firewall appliance.

An Ordinance amending the City of South Miami Land Development Code, Chapter 20, Article 6, Section 20-6.1(A)(3)(a)(iii) to conform to the Charter amendment approved by referendum at the August 28, 2018 special election.

ALL interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Nkenga A. Payne, CMC
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.