



REQUEST FOR QUALIFICATIONS

Federal Government Lobbying Services

RFQ No. 28-16-17

DEADLINE FOR QUESTIONS

FEBRUARY 10, 2017 AT 3:30PM (LOCAL TIME)

DEADLINE TO SUBMIT PROPOSALS

FEBRUARY 22, 2017 AT 3:30PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document are available at the City of North Miami's Purchasing Department website at www.northmiamifl.gov/departments/purchasing and may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **RFQ No. 28-16-17**.

Contact Person: Alberto Destrade, Purchasing Director
Email: Purchasing@northmiamifl.gov | Phone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the “City”, is hereby soliciting proposals from experienced and qualified individuals and/or firms to provide the City with Federal Government Lobbying Services. The Respondent should have considerable and verifiable experience lobbying on behalf of local, state and federal agencies that is comparable to the City’s mission.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals must be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the date and time stipulated in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals submitted after the deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. **Please clearly mark Proposals as follows:**

**“IMPORTANT SOLICITATION ENCLOSED”
FEDERAL GOVERNMENT LOBBYING SERVICES
RFQ No. 28-16-17**

The City’s schedule (timetable) for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Wednesday, February 1, 2017	
Last Date for Receipt of Written Questions:	Friday, February 10, 2017	3:30 PM
Deadline to Submit Proposals:	Wednesday, February 22, 2017	3:30 PM
Evaluation Committee Meeting:	To Be Determined	
City Council Review Date:	To Be Determined	

(The City reserves the right to delay or modify the above dates and will post notice of any changes on the Purchasing Department website and on DemandStar)

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

CONE OF SILENCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications, as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade
Purchasing Director

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Contract Forms

All our contract forms are fillable and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1** Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes
- A-2** Non-Collusive Bid Certificate
- A-3** Local Preference Affidavit (*if applicable*)
- A-3(a)** Statement of intent (*if applicable*)
- A-5** Addendum to Bid Documents (*if applicable*)
- A-6** Proposer’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7** General Insurance Requirements
- A-14** References

SECTION 1.0

INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the City by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the City and the Respondent.
- c) "Department" means a department of the City of North Miami.
- d) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
- e) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
- f) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City Manager resulting from this Solicitation and upon the parties executing a Contract.
- g) "Scope of Services" or "Scope of Work" means Section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
- h) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- i) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services pursuant to this Solicitation.
- j) "Sub-contractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

1.2 CITY OVERVIEW

The City of North Miami, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning,

building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and consultants either can positively or negatively affect the environment. Therefore, every effort is made to incorporate sustainability considerations in our procurement decisions, along with our traditional concerns with price, performance and availability. Our primary goal is to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 REQUEST FOR QUALIFICATIONS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The "Public Entity Crime Affidavit" (Form "A-1") attached to this Solicitation, must be executed by the Respondent. If the "Public Entity Crime Affidavit" is not submitted as part of the Proposal package, is altered in any manner, or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City if it is determined that the Respondent did not comply with the requirements of this Section. If so, the City shall have no liability to the Respondent for any Work performed or materials furnished.

1.6 LOBBYING

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through third parties, the City Council Members or any Evaluation Committee members or employees of the City for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent who violates these requirements will be deemed

ineligible for award of this Contract. The City's Purchasing Department shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

1.7 SUSPENSION OF CONSULTANTS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) and upon recommendation by the City's Purchasing Director, the City Manager may temporarily or permanently suspend Consultants from doing business with the City whenever a Consultant materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Sub-consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principals of any Respondents or its proposed Sub-consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work performed or material furnished.

1.8 POINTS OF CONTACT AND TIMETABLE FOR INQUIRES

Respondents shall contact the City's Purchasing Department for all inquiries relating to this Solicitation. Any request for clarifications and/or questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted to the Purchasing Department by email at purchasing@northmiamifl.gov

Request for clarifications and/or questions shall not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and posted on the Purchasing Department's webpage located at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number.

1.9 VERBAL REPRESENTATIONS

No verbal representation made by City staff shall be considered binding. The contents of this Solicitation and any subsequent written addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

Any revisions to this Solicitation will be posted by the City on the Purchasing Department's webpage located at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number. The City may revise the deadline for response submission at any time prior to the date and time

scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the City prior to the deadline by checking the Purchasing Department's webpage at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise for these Services at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent wishes to protest any provision of this Solicitation, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time stipulated in Section 7-158, City Code, or failure to post the filing fee along with the protest, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City Clerk's Office

1.13 AGREEMENT

Respondent understands that neither this Solicitation nor Respondent's proposal constitute an Agreement with the City. No Agreement is binding or official until all proposals are reviewed and accepted by appropriate City staff, approved by the requisite level of authority within the City and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the City determines to be fair, competitive and reasonable.

1.14 COST OF PROPOSALS

Neither the City nor its representatives shall be liable for any expenses incurred by Respondents concerning the preparation, submittal or presentation of Proposals in response to this Solicitation. All information in the Proposals shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

1.16 PROPOSALS SUBMITTAL AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. The response shall clearly indicate the title and number of this Solicitation on the outside of the sealed envelope, including the Respondent's return address. Moreover, the reference information shall also be included on the cover page of the Proposal. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

Receipts of Proposals received by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider Proposals submitted via facsimile transmission. The public is welcome to attend the Solicitation opening where applicable.

1.17 ASSIGNMENT OF PROPOSALS

A Respondent may not transfer or assign its responsibilities to a third party following submittal of a Proposal to the City, without the written consent of the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by City staff, they then become property of the City, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Respondents are hereby placed on notice that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes (known as the "Public Records Law") at the time the City posts notice of its decision or intended decision regarding recommended award of this RFQ or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent's failure to provide a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

1.20 REJECTION OF PROPOSALS

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the best interest of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 EVALUATION COMMITTEE

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 5.0 of the Solicitation. The Committee may choose to recommend the highest ranked Respondent for award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's final results and recommendation for award shall be submitted for review and approval by the City Manager and for subsequent award by the City Council.

1.22 CITY MANAGER REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals.

1.23 CITY COUNCIL REVIEW

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.24 CONTRACT AWARD

The City anticipates the award of one (1) Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.25 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the Proposals received in response to this Solicitation.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals shall be submitted in accordance with the format outlined under Section 4.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contract Information" form found under Section 6.0 of the Solicitation.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals. Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the City's Purchasing Department and acknowledging their review of the addendum, if any, as part of the Proposal (see Form "A-5").

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.27 NON-RESPONSIVE PROPOSALS

Proposals deemed to be non-responsive shall not be eligible for award under this Solicitation. Proposals may be considered non-responsive as a result of various factors including, but not limited to, the failure to meet the minimum qualifications contained in this Solicitation, failure to follow the instructions provided in this Solicitation, failure to submit the requisite documentation, incomplete or ambiguous responses, and failure to respond in a timely manner to request for additional information from the City.

Proposals will be rejected if not received by the City on or before the date and time specified as the deadline for submittal.

1.28 CONE OF SILENCE

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council

members, City staff and evaluation committee members upon issuance of said Solicitation.

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to verbal communications at pre-proposal conferences, presentations before selection committees, negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONSULTANTS AND SUPPLIERS

This Solicitation requires that the Respondent submits with its Proposal a listing of all sub-contractors and sub-consultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the awarded Respondent may not change or substitute any sub-contractor, sub-consultant or supplier from those listed in the Proposal without prior written approval of the City (**See "Form A-6"**).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires individuals and business entities to complete and submit a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in non-award. Interested vendors may contact the Purchasing Department at (305) 895-9886 or may download the application from our website www.northmiamifi.gov/departments/purchasing. It is the responsibility of each vendor to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement awarded as a result of this Solicitation.

1.31 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if

any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent has accepted all terms and conditions contained in this Solicitation.

1.32 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria (**see Form A-3**).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (**must submit Form A-3(a) as part of the Proposal**).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered under this Solicitation.

1.34 COMMUNITY BENEFITS PLAN

[Not Applicable]

1.35 MODIFICATIONS OF PROPOSAL

Modifications or revisions to Proposals will not be permitted after the deadline for submittal and opening of Proposals has passed.

1.36 TRUTH-IN-NEGOTIATION STATEMENT

The Consultant must provide at the time of Contract negotiations a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.37 REVIEW OF PROPOSALS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after the deadline for submittal of Proposals has passed or after a recommendation for award is published by the City, whichever comes first. Once the applicable event has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

1.38 OPENING OF PROPOSALS

Proposals shall be opened and publicly read in the City of North Miami Council Chambers, located on the Second Floor of City Hall at 776 N.E. 125th Street, North Miami, Florida, immediately after the deadline for submittal of Proposals has passed.

1.39 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.40 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the City has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 TERM OF AGREEMENT

The Contract(s) issued pursuant to this Solicitation shall have an initial term of one (1) year, with the City's sole option to renew for an additional two (2) one-year terms.

2.2 METHOD OF AWARD

See Section 5.0 – Evaluation/Selection Process.

2.3 COMPENSATION

To Be Negotiated

2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Respondents must submit with their Proposal **either** proof of insurance meeting or exceeding the following coverage **or** a letter of intent to provide the following requirements when and if awarded a Contract:

- 2.6.1** Professional Liability (Errors and Omissions) Insurance – 1) \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2) Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; and 3) For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- 2.6.2** Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal and advertising injury.
- 2.6.3** Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.
- 2.6.4** Workers' Compensation as required by the State of Florida – Statutory limits, including coverage for Employer's liability (\$1,000,000). A Certificate of Exemption from the Division of Workers' Compensation is required if exemption status is claimed.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

An insurance certificate shall be provided in acceptable form to the City of North Miami, allowing for 30 days written notice (except for non-payment wherein 10 days' notice is acceptable) prior to cancellation or material change in coverage. All insurance policies

required by the Contract shall be maintained in full force and effect throughout the contract period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. The Consultant may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Consultant.

The Consultant must submit to the Purchasing Department, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. The Consultant shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the City's designee.

Consultant shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City 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 an Agreement by the Consultant or its employees, agents, servants, partners principals or Sub-consultants. Nothing contained in this indemnification/hold harmless is intended to constitute a waiver of the City's limitation on liability as set forth in Section 768.28, Florida Statutes. This covenant shall survive the expiration or termination of this agreement.

Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The awarded Consultant shall not commence Work under this Agreement until the City has received and approved of the submitted insurance certificates.

2.7 FAILURE TO PERFORM

The provisions of the Contract will dictate remedies in the best interest of the city for default or failure to perform

2.8 FEDERAL, STATE AND LOCAL REGULATIONS

The Respondent shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services under this Contract.

2.9 ACCEPTANCE OF SERVICES BY THE CITY

The services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.10 CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any minor irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

The evaluation criteria and selection process utilized for award of Contract under this Solicitation shall be the sole and absolute discretion of the City.

2.11 WITHDRAWAL/MODIFICATION OF PROPOSAL

Any Respondent who wishes to withdraw or modify their Proposal may do so by submitting a written request to the Purchasing Department prior to the deadline for opening of Proposals. Proposals shall become property of the City and subject to the public records rules and regulations once the deadline for receipt of Proposals has lapsed.

2.12 COUNCIL MEETINGS

Respondents recommended for award pursuant to this Solicitation must be available to attend City Council meetings related to the selection and award of this Contract and be prepared to answer any questions, if so requested by City Council members and/or authorized City representatives.

2.14 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at Purchasing@northmiamifl.gov Respondent(s) must understand that the only official answer or position of the City will be the one issued in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the specific page and paragraph number for each question in order to ensure that questions are responded to appropriately. All questions and/or request for clarification must be received by the Purchasing Department by no later than the time and date specified in the Solicitation Timetable section.

All responses to questions and/or clarifications submitted in a timely manner will be provided in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE STIPULATED DEADLINE.** Any addendum issued by the City will be made available on the Purchasing Department's webpage at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at www.demandstar.com or can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number.

It is the sole responsibility of each Respondent to confirm whether any addendum has been issued by the City prior to the stipulated deadline for submittal of Proposals and to acknowledge said addendum, if any, as part of their Proposal.

2.15 PUBLIC RECORDS

Upon entering into an Agreement with the City, the selected Respondent must acknowledge and agree to comply with the requirements of the Florida Public Records Act (Chapter 119, Florida Statutes) in the performance of their duties.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.0 PURPOSE

The purpose of this Solicitation is to seek Proposals experienced and qualified individuals and/or firms to advise, counsel, and represent the City of North Miami in pursuing legislative initiatives, grant applications and awards at the federal government level.

3.1 SCOPE

The scope of work for this project shall include the following:

The selected Respondent shall advise, counsel, and represent the City in pursuing legislative initiatives, grant applications and awards at the federal level. The firm shall assist the City in preparing its federal and administrative agendas and shall strategize with the City as requested. The Respondent shall identify topics and areas of need to legislators, pertinent legislative leaders, federal agencies, committee chairs and administrative officials.

The firm shall perform functions such as preparing letters, verbal and written testimonies, arrange and schedule appointments, monitor legislative, executive, and administrative activities, and communicate effectively with the City and its elected and appointed officials and their staff, as well as those interest groups identified by the City.

The Respondent should have a Washington D.C. office and considerable experience with federal agencies that are comparable to the City's mission.

The Respondent should be able to demonstrate its knowledge and previous experience working for and lobbying government officials, agencies and staff. The Respondent's knowledge of the City's major initiatives, projects and priorities is preferable and advantageous.

Lastly, the Respondent should be very familiar with the various issues faced by local governments and the potential solutions that can be achieved through federal government support and participation.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL

Proposers should carefully follow the format and instructions outlined below. All materials are to be submitted on 8 1/2" X 11" pages, paginated and separated by tabs to identify each required section. Please be sure to include a digital copy of the Proposal with either a CD or USB Flash Drive clearly labeled with the Respondent's name and Solicitation number. All digital copies must be submitted in either Adobe or Word format.

The Proposal information and documents shall be submitted in the following order:

1) Proposal Cover Page

Please use the Cover Page & Contact Information form attached hereto under Section 6.0 of this Solicitation as the first sheet of your Proposal. Please complete and sign the form in its entirety.

2) Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation.

**3) Overall Experience/Qualifications of the Respondent/ Firm and its Personnel
(Maximum 50 Points)**

Please include a complete resume of each person's experience and qualifications who will provide services under this contract for the Respondent.

4) Experience Working with Local Government (Maximum 20 points)

Provide information regarding the Respondent's specific experience working with or on behalf of local government agencies, providing services similar to those described herein, over the last five (5) years. Specifically, please identify all current and/or previous municipal, county, or other local government agencies for which the Respondent has provided lobbying services, representation or advice over the last five (5) years and the contractual relationship between the Respondent and each agency.

**5) References: Quality of the responses from the local government client
References (Maximum 30 points)**

Respondent must provide at least three (3) references of clients for which they have performed work over the last five (5) years similar in scope and complexity to the services requested in this Solicitation (**see Form A-14**). Preferably, such references should include local government agencies for which the Respondent has provided said services within the last five (5) years.

6) Insurance Documents

Respondents must **either** submit proof of insurance meeting or exceeding the coverages listed under Section 2.6 of this Solicitation **or** submit a letter of intent to provide the required insurance certificates when and if awarded a Contract.

7) Local Vendor Preference

In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total bid price shall be given to a local business. Respondents must submit **Forms A-3 and A-3(a)**, if applicable, with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

8) Contract Forms

The Solicitation forms to be submitted as part of the Proposal are listed under the Table of Contents. The forms must be fully completed and signed as required.

All Solicitation forms can be found on the Purchasing Department's website at www.northmiamifl.gov/departments/purchasing/forms.aspx

These forms are fill-in forms. Please be sure to include all applicable forms with your Proposal, signed and notarized if applicable.

Please note that with regards to Form A-5 (Acknowledgement of Addenda) it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued prior to the submittal deadline at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Failure to submit all of the required documentation may disqualify the Respondent.

END OF SECTION

SECTION 5.0

EVALUATION/ SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be evaluated to determine if the Proposal is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one that is submitted in a timely manner, meets the experience and qualification requirements stipulated in this Solicitation, contains all of the requisite documentation, includes the necessary signatures and is submitted in the format outlined in this Solicitation. Failure to comply with these requirements may result in the Proposal being considered non-responsive.

This Contract will be awarded to the most qualified applicant whose Proposal(s) serves the best interest of the City, in accordance with Chapter 7, Article III of the City's code.

By submittal of the Proposal, each Respondent affirms that due care and diligence has been exercised in the preparation of their Proposal and that all information contained therein is true and verifiable. The Respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the Proposal. Neither the City nor its representatives will be responsible for any error or omission in any Proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

5.2 MINIMUM REQUIREMENTS

In order to be eligible for consideration in response to this Solicitation, the Respondent must meet and provide adequate documentation to support the following minimum requirements:

- 5.2.1 The Respondent shall be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.
- 5.2.2 The Respondent shall be licensed to do business in Washington D.C. and shall submit copies of the following:
 - **Certificate of Good Standing**
 - **Proof of compliance with the Federal Lobbying Disclosure Act**

5.3 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 5.0 of the Solicitation. The Committee may choose to recommend the highest ranked Respondent for

award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s final results and recommendation for award shall be submitted for review and approval by the City Manager and for subsequent award by the City Council.

5.4 EVALUATION CRITERIA

The Evaluation Criteria shall be based on the categories listed below with a maximum total of 100 points for each Respondent. Each Committee member will conduct an independent evaluation of each category and issue a score to each Respondent on the basis of their qualification, experience and references as contained in their Proposal and subsequent presentation, if applicable.

The final ranking for each Respondent shall be based on the total points received by each Respondent.

COMMITTEE EVALUATION CRITERIA

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Experience/Qualifications of the Respondent/ Firm and its Personnel	50
2	Experience Working with Local Government	20
3	References	30
TOTAL		100

The City reserves the right to reject any or all Proposals, to waive any irregularities or informalities in any submittal or in the Solicitation procedures, and to accept or reject any item or combinations of items.

5.6 NEGOTIATIONS

The City shall enter into negotiations with the highest ranked firm. In the event that the City is unable to reach an agreement with the highest ranked firm, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected.

No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years

END OF SECTION



SECTION 6.0
COVER PAGE & CONTACT INFORMATION
Federal Government Lobbying Services
RFQ 28-16-17

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s): _____
Federal Employee
Identification (FEIN)
Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Person: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Proposals.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall comply with all of the requirements outlined herein.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



SECTION 7.0
PROPOSAL SUBMITTAL CHECKLIST

Federal Government Lobbying Services

RFQ No. 28-16-17

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and should be added to as needed.

Company Name: _____

Tab/Page No.	Forms	OFFICE USE ONLY
	Cover Page and Contact Information Form	
	Proposal Submittal Checklist	
Tab/Page No.	Narrative Description	OFFICE USE ONLY
	Letter of Introduction	
	Qualifications and Experience of the Respondent	
	Local Government Experience	
	References	
	Insurance Documents	
	Local vendor Preference <i>(if applicable)</i>	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Sub-consultants <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	



Appendix "A"
Cone of Silence Ordinance



Appendix "A"
CONE OF SILENCE

FEDERAL GOVERNMENT LOBBYING SERVICES
RFQ 28-16-17

Sec. 7-192. Cone of Silence

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

- (1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;
- (3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;
- (4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and
- (5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently

requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) *Exceptions.* The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.