



**REQUEST FOR PROPOSALS**

**LOBBYIST SERVICES**

**RFP# 071511**

**CITY OF OAKLAND PARK  
FINANCIAL SERVICES/PURCHASING DIVISION  
3650 NE 12 AVE  
OAKLAND PARK, FL. 33334  
PHONE: 954-630-4256  
EMAIL: [maggiet@oaklandparkfl.org](mailto:maggiet@oaklandparkfl.org)**

**SECTION I**  
**INSTRUCTIONS TO PROPOSERS**

1. **GENERAL:** The following instructions are given for guiding proposers in properly preparing their proposals.  
Proposal documents are available for download via [demandstar.com](http://demandstar.com). Vendors who obtain specifications and plans from sources other than DemandStar.com are cautioned that the Proposal package may be incomplete. All addendums, tabulations, award will be posted and disseminated by DemandStar.  
For information concerning procedures for responding to this Request for Letters of Interest (RFP), contact Maggie Turner, in the Purchasing Office at 954-630-4256
2. **SCOPE OF WORK:** The City of Oakland Park is seeking qualified Lobbyist Firms to act on the City's behalf in legislative processes for a period of (2) two years in accordance with the terms, conditions, specifications and agreement. Refer to Section II, Nature of Proposal and Specifications for a more detailed explanation of services and scope of work required.
3. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions must be made in writing, to Maggie Turner, Purchasing Specialist, via email at [maggiet@oaklandparkfl.org](mailto:maggiet@oaklandparkfl.org) or fax to 954-630-4265. Requests must be made prior to the deadline for such, 4:00 P.M., June 21, 2011. Additional information will only be transmitted via a written addendum.
4. **DEVELOPMENT COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.
5. **INSURANCE REQUIREMENTS:** The proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A". Contractor shall maintain valid coverage through the term of the contract. See the specifications section for any additional insurance requirements that are required for this specific contract.
  - A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.
  - B. Workers compensation insurance to apply for all employees of the contractor, sub contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
  - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;

D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;

E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.

G. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.

H. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days notice of cancellation and/or restriction.

6. **PROOF OF CARRIAGE OF INSURANCE:** The proposer will furnish to the City, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
7. **PROPOSER'S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and equipment of each proposer and determine to its satisfaction the competency of each to undertake the project. The proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
8. **TERM OF AGREEMENT:** It is the City's intention to award a services agreement for a two (2) year period to the firm that submits the best overall Proposal based on its evaluation of the Proposals received with respect to the evaluation criteria listed. The agreement may be renewed annually. Agreement renewal shall be the City's prerogative; not a right of the service provider. This prerogative will be exercised only when such continuation is clearly in the best interest of the City, and terms and conditions are mutually agreed upon by the City and the service provider.

The City shall have the option of terminating the contract by giving the service provider thirty (30) days written notice.

10. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective proposer.
11. **CONTRACT AWARD:** The City anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the CITY. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been approved,

and executed by parties and by the appropriate level of authority within the City. In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may resolicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

12. **RIGHT TO WAIVE AND REJECT:** The City, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City of Oakland Park shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City of Oakland Park reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the City.

The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

13. **DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

14. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT** Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

15. **PROPOSAL SUBMISSION DEADLINE AND OPENING**

Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 3:00 PM, EST, Friday, July 15, 2011. The proposals will be opened and read aloud shortly thereafter. One (1) electronic DVD copy, one (1) original and five (5) copies of proposals must be presented in a sealed envelope and identified with the following information: "Lobbyist Services #071511". The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.

**SECTION II**  
**NATURE OF PROPOSAL / SPECIFICATIONS**

The City of Oakland Park invites qualified lobbyist firms to submit written proposals to provide Lobbyist Services to the City of Oakland Park

Proposals are hereby requested from qualified lobbyist firms to act on the City's behalf in legislative processes. The following are minimum qualifications for consideration by the City. The selected firm shall:

- a) Have a thorough knowledge of Federal, State and Local Government, and the legislative process
  - b) Have knowledge of the City of Oakland Park and its goals
  - c) Have a proven track record of successfully lobbying for local government
  - d) Attend and represent the City of Oakland Park before the local governments, the Florida Legislature and Congressional Sessions during scheduled, extended or special legislative sessions and meetings.
  - e) Represent the City and advocate the City's positions on issues considered by the President/Congress, Governor; State Legislature; state departments or agencies, other state-level entities; and local entities.
  - f) Represent the City in front of administrative and agency hearings, meetings or rulemaking proceedings.
  - g) Monitor, identify and prioritize challenges and opportunities for the City with respect to issues under consideration by the Federal Government, State Legislature, state or regional agencies and local entities.
  - h) Complete in a timely fashion all forms and reports required of the lobbyist by the federal government, state and other relevant jurisdictions.
  - i) Provide weekly reports/summaries of activities and issues during meetings with the Congressional Session and Florida Legislature.
  - j) Provide timely telephone and/or email updates with designated staff on significant City of Oakland Park objectives as appropriate.
  - k) Attend meetings of the City Commission and other meetings with city staff as reasonably required.
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- 1. The Contractor agrees that he will not assign any portion of this contract without the written permission of the City.
  - 2. If at any time during this contract, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the City shall have the right to suspend the Contractor until the outcome of any pending investigation or trial result. Upon termination of the criminal investigation or trial, the City reserves the right to cancel or reinstate the contract.
  - 3. The contractor agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the City may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the City's rights, privileges and immunities as set forth in Florida Statutes 768.28.

4. In the event of any litigation concerning this agreement, jurisdiction and venue will be in Broward County, Florida and disputes will be resolved in the courts with Florida Law. In the event of litigation, the losing party shall pay the prevailing party's attorney's fees through all appellate proceedings.
5. **PUBLIC ENTITY CRIMES INFORMATION:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
6. **DISCRIMINATION:** An 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 the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
7. **CONFLICT OF INTEREST:** In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of the Contractor, the Contractor shall immediately notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of fax or email notification. Such conflict is defined as any client represented by the firm. In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of the clients of the Contractor, the City Manager or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these services from other vendors with an appropriate reduction to the Contractors fee(s).

**SECTION III**  
**EVALUATION/SELECTION PROCESS AND TIMELINE**

A committee will be established to preliminarily evaluate and rate all proposals on the basis of the information provided and other evaluation criteria as set forth in the RFP. The committee will first review each proposal for compliance with the qualifications and requirements of the RFP.

After preliminary review, proposals will be evaluated on the criteria as itemized with their respective weights and each proposer shall be judged depending on the merit of its proposal as determined by the committee in accordance with:

	<b>POINTS POSSIBLE</b>
<b>Understanding the overall needs of the City</b> Proposers must demonstrate an understanding of the needs of the city Including legislative, budgetary, and policy through an overall lobbying strategy	25
<b>Experience and qualification of firm and all persons assigned</b> Including but not limited to the years of experience, professional experience of staff, educational background, training information; and facilities and resources.	25
<b>Demonstrated past performance</b> Including but not limited to current work load and availability to the City. Successes your firm has had for clients in the past three years. Professional legal expertise and client references shall be an integral part of this Criteria.	30
<b>Cost</b> Firm fixed annual fee	20
<b>Total Points Possible</b>	<b>100</b>

**RFP PROCESS TIMELINE**

The anticipated timeline for this RFP is as follows. All dates are tentative and subject to change.

RFP Released	06/13/2011
Last date for submission of questions	06/28/2011 (4:00 P.M. EST.)
Addendum issued (if necessary)	06/30/2011
Proposals due	07/15/2011 (3:00 P.M. EST.)
Review and Evaluation	07/18/2011 -07/29/11
City Commission ranking approval	08/31/11
City Commission contract award	09/21/11



**SECTION IV**  
**PROPOSAL DOCUMENTS**

Proposers shall submit these documents and any additional information, or copies as listed in section II "Nature of Proposal/ Specifications":

1. Proposal Questionnaire
2. Contract Cost
3. References
4. Sworn Statement Regarding Public Entity Crimes
5. Non-Collusion Affidavit

## PROPOSAL QUESTIONNAIRE

1. Prior Experience:

Number of years experience the proposer has had in providing lobbyist services.

\_\_\_\_\_ years

2. What other Florida Cities or Counties does your firm represent? Please provide contact information for point of contact and years your firm has represented those entities.
3. Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff.
4. Does your firm offer Federal Lobbyist Services? If yes, please describe your existing relationships with key Federal Legislators and support staff.

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

YES: \_\_\_\_\_

NO: \_\_\_\_\_

## PROPOSAL COST

**COST TO THE CITY – Overall Contract:** The City requests proposer to offer their fee to the City as a firm, fixed annual fee, which includes all expenses including travel for the services outlined in the RFP, fees will be billed monthly, in twelve equal installments. For Informational Purposes Only, please describe and detail all costs included in your firm fixed Total cost.

- I. Annual Firm, fixed total cost not to exceed: \$ \_\_\_\_\_  
(to be paid on a monthly basis)

**FEDERAL LOBBYIST FEES (IF APPLICABLE):** please attach a separate sheet providing a proposed fee schedule including hourly rates, travel expenses, etc. that may be incurred for Federal Lobbying services if provided by your firm.

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

### PROPOSER REFERENCES

Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Contact information:      Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_  
Current Client: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Contact information:      Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_  
Current Client: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Contact information:      Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_  
Current Client: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Name of entity: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Contact information:      Phone: \_\_\_\_\_  
   Email: \_\_\_\_\_  
Current Client: Yes: \_\_\_\_\_ No: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)**

STATE OF \_\_\_\_\_ COUNTY \_\_\_\_\_

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

\_\_\_\_\_ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement

\_\_\_\_\_  
Proposer's Signature

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(affix seal)

\_\_\_\_\_  
Notary Public Signature

### NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIPS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NONE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

(affix seal)

\_\_\_\_\_  
Notary Public Signature