

CITY OF KEY WEST



REQUEST FOR PROPOSALS

RFP # 25-022

FOR

State and Federal Lobbying Services

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1

Donald "Donie" Lee; District 3

Mary Lou Hoover; District 5

Samuel Kaufman; District 2

Lissette Carey; District 4

Aaron Castillo; District 6



REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: RFP 25-022

Title: State and Federal Lobbying Services

Description: The City of Key West is soliciting proposals from experienced and qualified individuals or firms to provide comprehensive lobbying services. The selected proposer will represent the interests of the City before both the State of Florida—including the Executive Branch, Legislature, and legislative staff—and the Federal Government, including Congress, federal agencies, and executive departments.

Contact: Lucas Torres-Bull, Procurement Manager
Phone: (305) 809-3807
Email: lucas.torresbull@cityofkeywest-fl.gov

Issue Date: November 19, 2025

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Clarification Submittal Deadline: November 26, 2025, 3 P.M. LOCAL TIME

Clarification Response Deadline: November 28, 2025, 3 P.M. LOCAL TIME

Responses Deadline Date: December 10, 2025, 3 P.M. LOCAL TIME

Estimated Award Date: January 2026

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City of Key West

Request for Proposals

State and Federal Lobbying Services

RFP No. 25-XXX

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on December 10, 2025**. The submittals shall be clearly marked **"RFP No. 25-022 – State and Federal Lobbying Services"**.

All submittals shall be publicly opened and recorded on December 10, 2025; at 3:00 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside **"Sealed Proposals for RFP No. 25-022 State and Federal Lobbying Services"** addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Key West is issuing this Request for Proposals (RFP) to solicit responses from qualified and interested individuals or firms to provide comprehensive state and federal legislative representation and lobbying support services. The purpose of these services is to advance the City's legislative and funding priorities at both the State of Florida and Federal Government levels.

Through this RFP process, prospective proposers are invited to submit detailed Proposals in accordance with the requirements and timelines set forth herein. Only those submissions that include all information requested—at the sole discretion of the City—will be considered for evaluation.

The City intends to use the Proposals received to rank the proposers based on qualifications, experience, and responsiveness. Following the evaluation process, the City will initiate contract negotiations with the top-ranked proposer. Once under contract, the selected proposer may be assigned additional specific projects or advocacy efforts on an as-needed basis.

All inquiries must reference **RFP No. 25-022** – State and Federal Lobbying Services in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposal is as follows:

Cut-off Date for Questions: **November 26, 2025, at 3:00 P.M.**

Deadline for Submittals and Opening of Proposals: **December 10, 2025, at 3:00 P.M.**

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance-Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in

writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification To Submittals

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

**City of Key West, City Ordinance Sec 2-766-2-845
Cone of Silence, City of Key West Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74
on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the

provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
- (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
- (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive

solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request.

Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award

additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded

Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with

Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION 1

SECTION 2

SPECIAL CONDITION

2.1 PURPOSE

The City of Key West invites qualified and experienced professional lobbyists or lobbying firms to submit proposals to provide comprehensive state and federal lobbying services. The selected Consultant(s) will be responsible for representing and advocating for the City's interests in legislative and regulatory matters, and for pursuing funding opportunities at both the state and federal levels for projects identified by the City Commission, the City Manager, and/or their designees. Proposers are expected to assemble a team with the necessary expertise, experience, and capacity to effectively deliver these services. Responsibilities include representing the City before the Florida Legislature, state executive agencies, and relevant committees, as well as before the U.S. Congress, federal administrative agencies, and congressional committees. The Consultant will monitor legislative and regulatory activity, advise City officials on developments affecting municipal interests, and work to secure appropriations, grants, and other forms of financial assistance.

Additionally, the Consultant is expected to build and maintain productive relationships with key officials and stakeholders at both levels of government. The City reserves the right to select one or more firm(s) based on specific areas of expertise to fulfill the scope of services outlined.

2.2 MINIMUM QUALIFICATION REQUIREMENTS

All Consultant's that submit a proposal shall meet, but not limited to, the following minimum qualifications:

- The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a minimum of five (5) years. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Key West.
- Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- Have no record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

- Provide a minimum of three (3) references for services provided within the past five (5) years. It is the responsibility of the Proposer to ascertain that the contact person provided in the references will be responsive.
- Establish and maintain a fully functional office, including, but not limited to, phones, facsimile, copy machine, personal computer with appropriate software as identified by the City.
- Not be involved in any action or potential conflict of interest with, or adversarial litigation against, the City.
- Be transparent and forthcoming in advising the City of past or pending investigations, ethics charges, or alleged conflicts of interests.
- Demonstrate flexibility to add personnel on an as needed basis, depending on the needs of the City.
- Neither Proposer nor any principal, officer, or stockholder or proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); not have failed to perform faithfully on any previous contract with the City.
- Provide detailed resumes of key personnel that will be working under this contract.

LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.3 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Consultant shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Proposer awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Consultant, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for four (4) additional one (1) year periods for a maximum total of five (5) years. The Awarded Consultant shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Consultant. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.4 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

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

2.5 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Consultant's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Consultant 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 firm/individual have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of

authority within the City.

The City, at its sole discretion, reserves the right to inspect any/all of the Consultant's facilities to determine their capability to meet the requirements for the contract. Also, hourly rates, responsibility, and responsiveness of the Consultant, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

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.

The City's Selection Committee will evaluate proposals and will select the Consultant which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I — EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each firm/individual an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm/individual to provide the City Commission. Should the number of Proposers exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" firms/individuals.

PHASE II — SELECTION

The Selection Committee will submit their tabulated scores and firm/individual ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions, amend rankings, or reject all Proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Consultants deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Commission. The City of Key West reserves the right to reject proposals from vendors currently involved in litigation with the City or those with a history of prior lawsuits against the City.

EVALUATION CATEGORIES – PHASE I & II

Evaluation Criteria - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category	Points
1. Proposed Methodology, Approach, and Strategies: <ul style="list-style-type: none"> • Demonstrated ability to understand the City’s state and federal legislative, budgetary, and policy needs. • Proposed methods and strategies to effectively address the City’s priorities at both the state and federal levels. • Approach to identifying and pursuing state and federal funding opportunities, including grants and appropriations. • Reporting procedures and other methods of communication with City staff and officials. 	20
2. Qualifications of the firm and Key Personnel: <ul style="list-style-type: none"> • Demonstrated experience lobbying at the federal, regional, and/or state levels. • Demonstrated knowledge of and experience with legislative affairs, including Congressional and federal agency processes. • Ability to interpret legal implications and legislative policy statements at both state and federal levels. • Relevant experience over the past five (5) years in providing similar lobbying services to municipalities or public-sector agencies, including representation before Congress and federal regulatory bodies. • Qualifications and experience of all proposed key personnel involved in the contract, particularly those responsible for federal legislative strategy and advocacy. 	20

	<ul style="list-style-type: none"> • Credentials, certifications, and licenses of all personnel assigned to the contract. • Verifiable examples of major successes for clients, particularly municipalities with similar demographic and policy profiles to the City of Key West, including successes at the federal level. • Experience and qualifications of staff assigned to this contract, including relevant federal lobbying experience, credentials, insurance, references, and key accomplishments. 	
3.	<p>References and Past Performance:</p> <ul style="list-style-type: none"> • Detailed references and past performance in providing lobbying services at the federal, regional, and/or state levels. • Quality and timeliness of deliverables, including legislative reports, funding updates, and advocacy strategies. • Use of only City of Key West references is discouraged; include diverse municipal and public-sector clients, preferably with federal lobbying components. 	15
4.	<p>Relationship, Resources, and Capabilities:</p> <ul style="list-style-type: none"> • Existing relationships with federal, regional, and state legislators, executive agency officials, and staff. • Demonstrated rapport with members of the Florida Congressional Delegation, the Florida Legislature, and associations such as the Florida League of Cities and National League of Cities. • Description of all additional resources and capabilities your firm will utilize to support the City's state and federal legislative goals. 	20
5.	<p>Knowledge and Understanding of the City and City Projects:</p> <ul style="list-style-type: none"> • Understanding of the City's internal governmental processes, structure, and decision-making framework. • Familiarity with the City's current and future projects, initiatives, and policy priorities at both the state and federal levels. 	10
6.	<p>Cost Proposal and Pricing Methodology:</p> <ul style="list-style-type: none"> • All-inclusive annual fee, invoiced monthly, with a clear breakdown of services provided for state and federal lobbying efforts 	15
7.	<p>Litigation:</p> <ul style="list-style-type: none"> • History of litigation, claims, or contract disputes. • Current legal actions that may affect contract performance. <p>Score: 0 if clean, up to -5 if incomplete or missing.</p>	-5 to 0
8.	<p>City Forms:</p> <ul style="list-style-type: none"> • Submission of all required City forms. • Completeness, accuracy, and proper signatures. 	-5 to 0

Total Points	100
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2.6 DUE DATE

All proposals are due no later than December **10, 2025, at 3:00 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.7 INSURANCE REQUIREMENTS

Successful Consultants shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

Please Note: The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. 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 hereunder is in effect.

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

At the time of the award, the selected Consultant must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each of the policies mentioned above.

EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may be cause for the proposal to be considered non-responsive.

2.8 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 25-022 – State and Federal Lobbying Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on November 26, 2025**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Consultants on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Consultant and may obtain and evaluate additional information, as it deems necessary to ascertain the Consultant's ability to perform under this solicitation. The City shall be the sole judge of a Consultant's ability to perform, and its decision shall be final.

2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this contract at the City's option. The Awarded Consultant shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Consultant.

2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.13.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.13.2 The City reserves the right to disqualify Consultants during any phase of the competitive solicitation process and terminate for cause, any resulting contract

upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.14 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Consultant's qualifications as deemed necessary. The City may consider any available information regarding the Consultant's financial, technical, and other qualifications, including past performance and experience with the City.

2.15 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.16 PAYMENT/ INVOICES

Payment terms will be considered as net forty-five (45) days from the date of satisfactory delivery at the designated place of acceptance or from the receipt of a correct invoice at the specified office, whichever occurs later. The invoice must provide sufficient details to demonstrate compliance with the terms and conditions of the contract. Upon completion of services, the relevant department will evaluate the services provided to ensure they meet the specifications. Failure by the awarded Consultant to fulfill their responsibilities as outlined may result in one or more actions, as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation deemed acceptable by the City due to non-performance.

2.17 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Consultant's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultant's qualifications.

2.18 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Consultant's proposal.

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

The City of Key West is soliciting proposals from qualified, experienced, and licensed firms or individuals specializing in state, federal, and regional government lobbying services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The selected Consultant will work with the City Commission, City Attorney, City Manager, and/or designee to identify, develop, and represent legislative and funding priorities for the City at both the state and federal levels. As directed, the Consultant will serve as a consistent and effective primary point of contact between the City and elected officials, legislative staff, and agency representatives in both Tallahassee and Washington, D.C.

The City requires a Consultant with a proven record of achieving measurable results in securing state

and federal funding, policy outcomes, and favorable executive or legislative actions that benefit municipalities. The Consultant is expected to be proactive in providing timely and frequent updates on key policy matters, legislative developments, and funding opportunities at both levels of government.

The successful Consultant will have a deep understanding of issues relevant to the City of Key West, strong working relationships with members of the Florida Legislature, Florida Executive Branch, the U.S. Congress, and federal agencies, and demonstrated success advocating for public-sector clients.

The Consultant shall be available upon reasonable request to meet with the City Commission, City staff, and others as specified. This includes attending meetings, acting as liaison, and representing the City's interests before federal and state legislative committees, administrative agencies, Cabinet members, and Congressional offices. It is expected that the Consultant will monitor the legislative agendas of House and Senate leaders at both the state and federal levels and assist the City in strategically seeking funding and policy support.

Although formal legal opinions are not required, the Consultant will be expected to understand and interpret relevant legislation and administrative regulations at the state and federal levels and advise the City on their potential impact.

The Consultant is also expected to monitor agency and administrative hearings, review agendas, and notify the City of pertinent developments. The Consultant should be prepared to lobby relevant committee members prior to and during these meetings to advocate the City's position.

Scopes of Services

The Consultant shall be responsible for, but not limited to, the following:

Legislative Consultation Services:

- Meet with the City Commission on an as-needed basis and participate in annual workshop(s) with the City Manager, City Attorney, and staff to assist in the development of the City's state and federal legislative priorities.
- Obtain and monitor all relevant bills, resolutions, journals, and other documents that may affect the City's interests.
- Assist the City in identifying and prioritizing federal and state grant opportunities, and coordinate agency meetings, letters of support, and other advocacy strategies to enhance funding success.
- Communicate with the City Manager and City Attorney orally and in writing to review and analyze intergovernmental actions at the federal and state levels.
- Provide comprehensive legislative counsel and advocacy services, including real-time updates and strategic advice on legislative priorities and developments.

- Establish and maintain effective relationships with officials and staff at the Florida Legislature, U.S. Congress, Executive Offices, and relevant state and federal agencies.
- Advise and assist with City personnel appearances before government officials, including coordination of meetings in Tallahassee and Washington, D.C.
- Monitor and report on proposed changes to formulas, funding allocations, or regulatory programs that may impact the City.
- Develop timelines for any City initiatives seeking state or federal appropriations or legislative support.

Legislative Advocacy Services:

- Draft and advocate for legislation, regulations, position papers, and testimony at both state and federal levels.
- Appear and testify before legislative committees and administrative hearings in Florida and Washington, D.C., as needed.
- Collaborate with the Florida and Congressional delegations to develop and support the City's legislative programs.
- Engage with organizations such as the Florida League of Cities, National League of Cities, and other advocacy groups to build coalitions supporting City interests.
- Attend legislative sessions, workshops, and briefings in Tallahassee and Washington, D.C., providing schedules to the City.
- Assist in developing the City's annual legislative package, with background, history, and policy positions.
- Provide documentation, research, and materials to support the City's lobbying efforts.
- Provide written and verbal reports, briefings, and bulletins to the City as requested.
- Assist in the preparation of brochures, brief cards, resolutions, and other materials related to the City's state and federal legislative agendas.

Communication and Reporting:

- Provide a weekly calendar of relevant events and issues during the legislative session and committee periods.
- Submit a written closing report summarizing outcomes of the legislative session within one week of its conclusion, and a comprehensive final report within 60 days.
- Notify the City Commission, City Manager, and staff of any critical developments, deadlines, or actions affecting the City.
- Provide periodic reports outside of legislative sessions on interim committee meetings, federal rulemaking, studies, or anticipated legislation.
- Submit an annual accomplishments report summarizing outcomes related to the Consultant's efforts, and deliver an in-person presentation to the City Commission.

3.3 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content

The City requires Consultant's to submit a concise narrative clearly addressing all the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated. Total proposal length (not including required forms, addendums, resumes, Sworn Statements, or Affidavits) will not exceed 10 double (20 single) side pages.

Tab 1 – Cover Letter and Executive Summary

The cover letter must include the Consultant's full legal name, physical address, phone number, and the primary contact person(s). It should introduce the firm with a concise overview of its history, corporate structure, location of headquarters and local office(s), years in business, names of principals, and total number of employees.

State the jurisdiction in which the firm is incorporated or organized. If incorporated outside of Florida, provide proof of authorization to conduct business within the State. Include a copy of the Corporate Charter Registration, if applicable.

Identify the lead individual responsible for this proposal and summarize the firm's understanding of the state and federal lobbying services required. Include a statement of commitment to perform and complete the work, signed by an individual with authority to legally bind the firm.

Provide a narrative outlining the firm's capabilities and approach to delivering lobbying services. This should reflect the firm's experience with municipal clients, relationships with legislative and agency officials at the state and federal levels, and the firm's ability to secure funding and advance policy objectives on behalf of the City.

Tab 2 – Qualifications and Relevant Experience

Describe the firm's legal structure (e.g., corporation, sole proprietorship, LLC), and list individuals with ownership interest. Identify the project manager and key personnel, including sub-consultants, and detail their relevant experience in:

- Legislative advocacy at the state and federal levels
- Securing state and federal appropriations or competitive funding
- Policy development, bill tracking, and legislative analysis
- Representation before the Florida Legislature, U.S. Congress, and administrative agencies
- Engagement with organizations such as the Florida League of Cities and National League of Cities
- Coordination of legislative strategies with public sector clients

Provide résumés for key team members, including credentials, licenses, or certifications related to lobbying or government relations. Confirm that proposed personnel will remain committed to the project throughout its duration.

Include a history of providing similar lobbying or government relations services to municipalities, counties, or other public-sector agencies, particularly for clients with similar size, scope, and challenges as the City of Key West.

Tab 3 – References and Quality of Past Performance on Similar Projects

Provide a list of relevant past or current engagements that includes:

- Client name and contact information
- Project start and end dates
- Description of lobbying or advocacy services provided
- Legislative or funding outcomes achieved
- Governmental bodies involved (e.g., Congress, federal agencies, Florida Legislature)

Include at least three (3) letters of reference from past or current public sector clients that demonstrate success in representing municipalities or similar entities before state and federal bodies.

Tab 4 – Project Approach

Provide a detailed narrative describing your understanding of the City’s needs for state and federal lobbying services, and your approach to:

- Legislative tracking, analysis, and strategic advocacy
- Development of a City legislative platform and funding priorities
- Coordination with City Commission, Manager’s Office, and key departments
- Communications and reporting protocols
- Interaction with Congressional and legislative staff, agency officials, and associations
- Approaches to securing state and federal appropriations, grants, and favorable policy outcomes

Include a proposed work plan and timeline, outlining key steps for developing and executing the City’s annual legislative agenda.

Tab 5 – Other Information / Value-Added Services / Local Familiarity

Highlight any unique qualifications, tools, or strategies your firm brings that would add value to the City of Key West, such as:

- Past experience representing the City or other Monroe County entities
- Existing relationships with members of the Florida Legislature and U.S. Congress, particularly the Florida delegation
- Tools or platforms for legislative tracking and reporting
- Capabilities in grant strategy and agency engagement
- Access to national and state municipal networks and coalitions

Disclose any additional resources needed from the City to carry out the services (e.g., data access, staff time, communication tools).

Provide a disclosure of current or former clients that may pose a conflict of interest with this engagement.

Tab 6 – Cost Effectiveness

Submit a comprehensive and detailed cost proposal that includes:

- Monthly retainer or annual flat fee for lobbying services
- Hourly rates for any additional or as-needed services
- Travel, lodging, or other reimbursable expenses, if applicable
- Total estimated annual cost based on typical scope of work and frequency of engagement at both state and federal levels

All fees should be inclusive of travel, lodging, labor, equipment, and administrative expenses unless specified otherwise.

Tab 7 – Project Schedule and Deliverables

Provide a high-level project schedule reflecting anticipated workflows, staffing availability, and timelines for deliverables throughout the year. Examples of deliverables may include:

- Weekly or biweekly legislative tracking reports during session
- Monthly updates on funding opportunities and agency activity
- Pre- and post-session reports summarizing legislative actions and impact
- Real-time alerts on high-priority or urgent issues
- In-person or virtual briefings for the City Commission

Confirm that all reporting and deliverables are included in the cost proposal.

Tab 8 – Litigation

Provide the following:

- Ownership and management structure
- Number of years in business and any previous corporate names
- Experience with similar public-sector lobbying engagements
- History of litigation, claims, or ethics violations, especially those related to lobbying, government affairs, or municipal representation
- Disclosure of any prior litigation involving the City of Key West
- References from at least three clients and three credit or financial institutions
- Financial statements for the past three years, if requested

Tab 9. City Forms

Consultants shall complete and execute the forms specified below in this RFP, as well as copies of all business licenses and receipts for business tax and shall include them in this section:

Forms:

- **Anti-Kickback Affidavit**
- **Public Entity Crimes Form**
- **City of Key West Indemnification Form**
- **Equal Benefits for Domestic Partners Affidavit**
- **Cone of Silence Affidavit**
- **Non-Collusion Affidavit**
- **Local Vendor Certification**
- **City of Key West E-Verify Affidavit**
- **Noncoercive Conduct Affidavit**
- **Scrutinized Companies Certification**

3.4 ASSIGNMENT

The awarded Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

3.5 CONTRACT CANCELLATION

The City of Key West reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Awarded Consultant, and Awarded Consultant reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred-twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded Proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

END OF SECTION 3

SECTION 4
AFFIDAVITS AND CERTIFICATIONS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

- 1. Anti-Kickback Affidavit**
- 2. Public Entity Crimes Form**
- 3. City of Key West Indemnification Form**
- 4. Equal Benefits for Domestic Partners Affidavit**
- 5. Cone of Silence Affidavit**
- 6. Non-Collusion Affidavit**
- 7. City of Key West E-Verify Affidavit**
- 8. Noncoercive Conduct Affidavit**
- 9. Scrutinized Companies Certification**

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(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 _____)
3. My name is _____
(please print name of individual signing)
and my relationship to the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. 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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on 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 this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Consultant's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: _____

SEAL:

Address

Signature

Print Name

Title

DATE:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:_____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
 SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

Date

(Signature of Authorized Representative)

State of _____
County of _____

Personally Appeared Before Me, the undersigned authority, _____ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this _____ day of _____, _____ 20____.

Signature, Notary Public

Commission Expires

Stamp/Seal:



**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____
(Name and Title)

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: _____

Title: _____

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: _____
<i>Print Name</i> <i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____

END OF SECTION 4

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

1.01 During the Term of the Agreement, the Lobbyist shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Lobbyist's Liability policies, with the exception of the Lobbyist's Professional Liability policies (if required), and shall also provide the "Severability of Interest" provision (also known as the "Separation of Insureds" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Lobbyist shall deliver to the City, prior to commencing work or activities under the Agreement, properly executed Certificate(s) of Insurance setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(ies) shown on the Certificate(s). In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City in a timely manner, if requested.

1.05 If the Lobbyist fails to provide or maintain the insurance coverage required under this Agreement and refuses or neglects to deliver the required Certificate(s) of Insurance to the City, the City may, at its sole discretion, terminate or suspend the Agreement and seize the amount of the Lobbyist's performance bond, letter of credit, or other acceptable security.

1.06 The Lobbyist shall take immediate steps to restore any impaired Aggregate Policy Limit upon notification. Upon request, the Lobbyist shall authorize and provide a written statement from the insurance company confirming the status of such limits.

1.07 The Lobbyist authorizes the City and/or its insurance consultant to verify all information provided with respect to compliance with bond and insurance requirements, directly with the Lobbyist's insurance agents, brokers, surety, or carriers.

1.08 All insurance coverage of the Lobbyist shall be primary to any insurance or self-insurance

carried by the City. The City's insurance shall not contribute to the Lobbyist's required coverage.

1.09 Acceptance of any Certificate of Insurance by the City does not constitute approval or agreement that the insurance requirements have been met or that the policies are compliant.

1.10 No work or activity may begin or continue under this Agreement unless and until the required Certificate(s) of Insurance are in effect and a written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required are minimum requirements only. The Lobbyist is solely responsible for assessing its risks and securing sufficient insurance to cover those risks.

1.12 During the Term of this Agreement, the City and its agents may continue to engage in necessary business activities. Any City property used in connection with these activities shall not be considered to be in the Lobbyist's care, custody, or control.

1.13 If any insurance required under this Agreement includes a deductible, self-insured retention, or any alternative to full coverage, the Lobbyist shall be fully responsible for that amount.

1.14 All required insurance coverages must be legally issued and endorsed, as necessary, to comply with the provisions of this Agreement.

1.15 All insurance policies must require that the insurer give the City at least thirty (30) days' advance written notice of cancellation, intent not to renew, or reduction in coverage.

1.16 Renewal Certificate(s) of Insurance shall be submitted to the City no less than twenty (20) days prior to expiration of current coverage.

1.17 If the Lobbyist utilizes contractors or subcontractors, those entities must maintain insurance coverage equal to that required of the Lobbyist. The Lobbyist shall obtain Certificates of Insurance from all contractors and subcontractors and shall be held directly responsible for ensuring compliance.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS

2.01 All requirements listed in this section must be fully met unless excused in writing by the City.

2.02 All insurance coverage must meet the following minimum limits. Policies must follow current ISO or NCCI standards or broader. All policy wording and endorsements must be acceptable to the City.

A. Workers' Compensation and Employers' Liability Insurance

- **Workers' Compensation:** Florida Statutory Requirements
- **Employer's Liability:**
 - \$100,000 – Each Accident
 - \$500,000 – Disease Aggregate
 - \$100,000 – Disease Each Employee

Note: If the Lobbyist has fewer than four (4) employees and has opted out of this coverage as permitted by Florida law, the Lobbyist must submit a formal statement on company letterhead confirming this exemption. This does not apply to construction firms.

B. Commercial General Liability Insurance

- **Coverage must include:** Premises & Operations, Personal Injury, Contractual, Independent Contractors, Products & Completed Operations
- **Limits:**
 - \$1,000,000 – Combined Single Limit per Occurrence and Aggregate

Completed Operations coverage must remain in force for four (4) years after contract expiration. Umbrella or Excess policies may be used to meet this requirement if they offer coverage equal to or better than the primary policy.

C. Business Automobile Liability Insurance

Coverage for owned, non-owned, leased, and hired vehicles.

- **Limits:**
 - \$1,000,000 – Bodily Injury & Property Damage Combined Single Limit per Accident

If the Lobbyist owns no vehicles, this requirement may be met by including "Non-Owned and Hired Auto" coverage under the General Liability policy.

D. Professional Liability Insurance (Errors & Omissions)

Covers damages resulting from performance of professional services.

- **Minimum Limits:**
 - \$1,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate

If the policy is "Claims-Made", it must include a Retroactive Date no later than the start of the Agreement and a four (4) year Extended Reporting Period following termination.

EXHIBIT "B"

Federal Emergency Management Agency (FEMA) Requirements

The terms and conditions contained in attached Exhibit "B", FEMA requirements, are incorporated herein for those inspections required for city projects generated by damages resulting from storms or other calamities resulting in a declaration of emergency by the governor of the State of Florida.

(Applicable when Federal Funds are used for compensation)

Federal Contract Provisions for Non-Federal Entities:

- a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c) **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d) **Davis-Bacon Act:** as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e) **Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- f) **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g) **Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)):** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h) **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- i) **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)):**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j) **Access to Records -** “The Contractor agrees to provide The City of Key west, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- k) **DHS SEAL, Logo, and Flags -** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- l) **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding -** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- m) **No Obligation by Federal Government -** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- n) **Program Fraud and False or Fraudulent Statements or Related Acts** - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- o) **Affirmative Socioeconomic Steps** - "If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- p) **Copyright and Data Rights** - The Contractor grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.

EXHIBIT “C”

Draft Agreement – Proposers are not required to fill out this agreement until provided a Notice of Award (NOA).

AGREEMENT

between

CITY OF KEY WEST

and

For

STATE AND FEDERAL LOBBYING SERVICES

KEY WEST, FLORIDA

THIS CONTRACT, hereinafter referred to as “Contract”, made and entered into the ____ day of _____, 20____ by and between _____ herein after referred to as “Consultant” and the City of Key West, Florida, a municipal corporation, 1300 White Street, Key West, Florida 33040, herein referred to as “City”, for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

The City intends to enter into a contract with the Consultant(s) for the provision of State and Federal Lobbying Services by the Consultant and the payment for those services by the City as set forth below.

II. STATEMENT OF WORK

The Consultant shall provide State and Federal Lobbying Services pursuant to this Contract as hereinafter provided. These services all inclusive must include all labor, equipment, and materials, travel and lodging necessary to provide the requested services.

Section 1 Scope of Service

The Consultant shall work with the City staff on advising the City and the City Commission regarding State and Federal Lobbying Services as requested. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibit A (Consultant’s response to RFP 25-XXX as accepted by the City) and Exhibit B (City’s original Request for Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1 Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both the City and the Consultant. Term of this Contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Consultant.

Section 2 Compensation and Method of Payment

2.1 Fee Schedule

The City will compensate the Consultant for State and Federal Lobbying Services in accordance with the Consultant's pricing schedule formalized in Exhibit A (Price Proposal Form) to this Contract.

2.2 Invoices

The Consultant shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

Payment for services rendered is due within forty-five (45) days of receipt and approval of invoice by City. Payment is delinquent forty-five (45) days following receipt and approval of invoice by City.

2.4 Use of Documents

All original documents that result from the Consultant's services pursuant to this Agreement shall be the sole property of the City.

Section 3 Audit

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 4 Consultant Responsibility

4.1 Independent Consultant

The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subconsultants, or assigns during or after the performance of this Agreement.

Section 5 Consultant's Records

As a condition precedent to the Consultant filing any claim against the City, the Consultant shall make available to the City all of the Consultant's book and records (directly or indirectly related to the claim of Consultant's business) requested by the City. Refusal to do so shall constitute a material breach of this contract and be cause for dismissal of any litigation.

Section 6 Termination

6.1 Termination for Convenience

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. In the event of termination, the Consultant will be compensated for all services provided up to the termination date, along with any authorized reimbursable expenses incurred.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Key West in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Consultant has failed to meet performance requirement(s) of the Contract. If the successful Proposer should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they should fail to provide properly skilled personnel or proper service in the sole discretion of the City, than the City can, after giving successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

6.3 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If the vendor's performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice terminate the contract whenever the City determines that such termination is in the best interest of the City. The Vendor receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

Section 7 City's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Finance Director or designee.

The Project Manager for the Contract with authority to act on the Consultant's behalf with respect to all aspects of the Project is:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email Address: _____

Section 8 Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Consultant and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives.

8.2 Assignment of Interest in Contract

Neither party may assign, sublet, or transfer this Contract or any associated interests or services to another party without the prior written consent of the City. However, nothing in this Contract shall prevent the Consultant from hiring independent consultants, associates, or subconsultants as deemed necessary to assist in performing the services outlined herein.

8.3 Other Entity Use

The successful Consultant may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than the Consultant and the City.

Section 9 Indemnification of the City

The Consultant assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Consultant or Consultant's employees, agents, consultants, or subconsultants, and the Consultant shall to the fullest extent allowed by law,

indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by the Consultant.

The Consultant shall obtain, maintain, and pay for general liability insurance coverage to insure the provision of this paragraph.

Section 10 Insurance

10.1 Requirements

The Consultant shall procure and maintain insurance, in the amounts noted in the Request for Proposal and included in Exhibit A of this Contract, which names the Consultant, its officers, board members, employees and agents as additional insured on General Liability and Automotive Liability insurance policies. Such a certificate must contain a provision for notification of the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. All Consultants, including any independent consultants and subconsultants utilized, must comply with the insurance requirements as set forth in the documents identified and listed in Exhibit A attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required by the Consultant shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11 Professional Standards

All work performed by the Consultant will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12 Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13 General Conditions

13.1 Venue in Key West

Any lawsuit to enforce the terms and obligations of this Contract shall be brought exclusively in the County Court or the Circuit Court located in Key West, Florida, and both parties consent to the jurisdiction and venue of such courts.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Consultant breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Consultant agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fees shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

This Agreement is limited to the specific lobbying services as described herein. Should the City request, and the Consultant agrees to, additional services beyond those outlined in this Agreement—such as lobbying support related to legislative strategies, assistance with regulatory compliance, advocacy on specific policy issues, or coordination with state agencies—the City shall compensate the Consultant for the provision of such additional services. A schedule of compensation rates for these additional services, including applicable hourly rates for various tasks, will be provided and mutually agreed upon between the City and the Consultant. The City reserves

the right to direct, in writing, modifications to the scope of work due to changes in applicable Florida state laws, rules, or regulatory requirements governing lobbying activities. If such changes result in additional costs or efforts for the Consultant, the Consultant may request an equitable price adjustment, subject to mutual agreement between the parties.

No modification, amendment, or change to the terms or conditions of this Contract shall be effective unless it is made in writing and executed with the same formalities and authority as this Contract. This Contract, along with its exhibits, represents the entire agreement between the parties, and no prior or contemporaneous oral agreements shall be binding. A failure by either party to enforce any part of this Contract shall not be deemed a waiver of that part. Any amendments to this Contract will be made in accordance with applicable Florida law and regulations governing lobbying contracts.

13.6 Contractual Authority

By signing this Contract, the Consultant affirms, under penalty of perjury, that the execution of this Contract is a valid and authorized act of the Consultant. The Consultant further warrants that no future claim will be made asserting that this Contract is invalid or unenforceable due to a lack of proper authority to execute the Contract.

In the event that a court of competent jurisdiction determines that this Contract is or would be void due to the signatory's lack of authority, the Contract shall nonetheless be considered valid under the legal principle of "apparent authority." Alternatively, at the sole discretion of the City, the Contract shall be deemed to be the act of the signatory personally, who shall be fully responsible for the complete performance and obligations outlined in this Contract.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 14 Public Records

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this Contract, contact the Office of the City Clerk as the custodian of public records for the City of Key West, and all the respective departments at City of Key West, City Clerk 1300 White Street, Key West, FL. 33040 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Consultant shall:

Keep and maintain public records required by the public agency to perform the services.

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.

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 Consultant does not transfer the records to the public agency.

Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Consultant of the request, and the Consultant must provide the records to the public agency or allow the records to be inspected or copies within a reasonable time.

If a Consultant does not comply with the public agency's request for records, the public agency shall enforce the Consultant provisions in accordance with the Contract.

A Consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

- At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the public agency and to the Consultant.

A notice complies with subparagraph above, if it is sent to the public agency's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the public agency or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Consultant who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15 Exhibits

The following Exhibits are attached to and made part of this Contract:

"Exhibit A" – "Proposal as Submitted by the Respondent and Accepted by City; Price Proposal From, Insurance and Indemnification"

"Exhibit B" – "Original Request for Proposal as Issued by City, including all Addenda"

"Exhibit C" – Draft Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF KEY WEST, FLORIDA:

KERI O'BRIEN, CITY CLERK

_____ day of _____, 20_____

BRIAN BAROSSO, CITY MANAGER

_____ day of _____, 20_____

WITNESSES:

CONSULTANT

(Signature)

(Signature)

(Signature)

(Printed Name and Title)
_____ day of _____, 20_____

Approved as to Form and Correctness:

CITY ATTORNEY