

RESOLUTION NO. 19-321

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING AND APPROVING THE RANKING OF THE PROPOSALS RECEIVED IN RESPONSE TO RFP #010-19 FOR STATE GOVERNMENT RELATIONS SERVICES; SELECTING GRAY ROBINSON TO PROVIDE STATE GOVERNMENT RELATIONS SERVICES PURSUANT TO RFP #010-19; DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH GRAY ROBINSON FOR AN ANNUAL LUMP SUM PAYMENT IN AN AMOUNT NOT TO EXCEED \$72,000.00 IN SUBSTANTIAL CONFORMANCE WITH THE DOCUMENTS CONTAINED IN THE RFP, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 14, 2019 the City opened three responses to RFP #010-19, which was published on July 6, 2019; and

WHEREAS, an evaluation committee comprised of City staff and a local legal professional convened at a properly noticed meeting conducted consistent with the "Sunshine Law," on September 13, 2019 to rank the respondents, and Gray Robinson received the highest rank in points; and

WHEREAS, the evaluation committee recommended selection of Gray Robinson to provide State Government Relations Services for a period of three years, with options for up to two one-year extensions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Commission hereby accepts and approves the committee ranking of proposals for State Government Relations services in response to RFP 010-19 as follows:

- (1) Grey Robinson, PA
- (2) Capital City Consulting
- (3) Becker & Poliakoff, PA
- (4) Meenan Capital Group

Section 2: That the City Manager is hereby authorized to negotiate and execute a contract with the first-ranked firm, GrayRobinson, PA for a term of three years, with up to two one-year renewals, for an annual lump-sum payment of \$72,000.00, in substantial conformance with the documents contained in RFP #010-19, upon the advice and consent of the City Attorney. Should the City Manager be unable to negotiate an acceptable contract with the first ranked firm, he shall discontinue negotiations and commence negotiations with the second ranked firm. Should the City Manager be unable to negotiate an acceptable contract with the second ranked firm, he shall discontinue negotiations and commence negotiations with the third ranked firm. If an acceptable contract is not negotiated, the City Manager will report back to the City Commission.

Section 3: That adequate funding for these services is budgeted in account No. 001-1101-511-3100.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16th day of October, 2019.


Authenticated by the Presiding Officer and Clerk of the Commission on 16th day of October, 2019.

Filed with the Clerk on October 17, 2019.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>Absent</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Greg Veliz, City Manager
FROM: Doug Bradshaw, Director of Port and Marine Services
CC: Patti McLauchlin, Assistant City Manager
DATE: September 16, 2019
SUBJECT: Award of RFP #010-19 State Government Relations Services

ACTION STATEMENT:

Resolution approving the recommendation of award to GrayRobinson for State government relations services for a three (3) year contract with the option for two (2) additional one-year terms in an annual lump sum amount of \$72,000.

BACKGROUND:

Request for Proposal (RFP) # 010-19 State Government Relations Services was advertised on July 6, 2019 seeking proposals from qualified individuals or firms to provide State government relations services for the CITY before the Executive branch, Legislators and/or legislative staff of the State government to secure funds for, and otherwise represent, CITY efforts.

Four (4) responses were received on August 14, 2019 for RFP #010-19 State Government Relations Services.

1. Capital City Consulting
2. Meenan Capital Group
3. Becker & Poliakoff, P.A.
4. GrayRobinson

All proposals received were considered responsive.

Three (3) City Staff members, Jim Scholl, George Wallace, and Doug Bradshaw and one citizen Wayne Miller independently ranked the proposals based on the criteria in the RFP. All reviewers meet at a publicly advertised meeting to compile the rankings, discuss the proposals, and develop a recommendation of award. Complete ranking sheets by each reviewer are attached.

Key to the Caribbean – Average yearly temperature 77° F.

WZLW 306LMD3K3

The final ranking was as follows:

FIRM	Total Points	Average Score	Rank
Meenan Capital Group	255	63.8	4
Capital City Consulting	328	82.0	2
GrayRobinson	367	91.8	1
Becker & Poliakoff, P.A.	326	81.5	3

PURPOSE & JUSTIFICATION:

The City needs a firm that can identify and secure state funding, can provide access to State agencies and members of the Executive branch, Legislators and/or legislative staff to discuss legislative issues effecting the City, can review on a continuing basis all existing and proposed State of Florida policies and legislation effecting the city, and can monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on legislative or regulatory interests of the City.

FINANCIAL IMPACT:

GrayRobinson proposal is for an annual lump sum fee of \$72,000. The City has budgeted \$75,000 for these services in 001-1101-511-3100.

RECOMMENDATION:

Based on the ranking it is recommended awarding a contract to GrayRobinson for State government relations services for a three (3) year contract with the option for two (2) additional one-year terms in an annual lump sum amount of \$72,000 If a contract cannot be entered into with GrayRobinson, it is recommended that a contract be offered to the second ranked proposer and so on.

GRAY ROBINSON
ATTORNEYS AT LAW

JASON UNGER
TALLAHASSEE MANAGING DIRECTOR
850-577-9090
JASON.UGER@GRAY-ROBINSON.COM

301 SOUTH BRONOUGH STREET
SUITE 600
POST OFFICE BOX 11189 (32302-3189)
TALLAHASSEE, FLORIDA 32301
TEL 850-577-9090
FAX 850-577-3311
gray-robinson.com

BOCA RATON
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA
WASHINGTON, DC
WEST PALM BEACH

October 31, 2019

Via Email Transmittal - sdsmith@cityofkeywest-fl.gov

Shawn D. Smith, Esq.
City Attorney
City of Key West
Post Office Box 1409
Key West, Florida 33041-1409

Re: Engagement with GrayRobinson, P.A.

Dear Mr. Smith:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of Key West (the "City"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked the Firm to represent the City before the State of Florida within the executive and legislative branches of government. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Joseph Salzverg, who will serve as the secondary contact for this representation.

Fees, Costs and Terms

In exchange for these services, the Organization agrees to pay the Firm \$6,000 per month for the three-year period from October 1, 2019 through September 30, 2022, with a renewal option of two one-year renewals. All payments should be remitted to 301 East Pine Street, Suite 1400, Orlando, Florida 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs, including travel at the City's request and registration fees, directly attributable to the performance of our work will be billed in addition to a monthly retainer. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Shawn D. Smith, Esq.
City Attorney
City of Key West
October 31, 2019
Page 2

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the State prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the State, and lobbying may not occur prior to proper registration. The registration and fee cycle is the calendar year beginning January 1 and ending December 31. Therefore, the City consents for the Firm's lobbyists to register to represent the City, and the Organization agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of the City during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the State.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the State on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50 percent of our fees and reimbursements as legislative branch lobbying fees, and 50 percent of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Shawn D. Smith, Esq.
City Attorney
City of Key West
October 31, 2019
Page 3

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis. You may share information pertaining to our representation of you with your other consultants and representatives except for any information we specifically deem to be confidential, either verbally or in writing.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our firm.* If legal services are required by the City, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

Shawn D. Smith, Esq.
City Attorney
City of Key West
October 31, 2019
Page 4

I believe the above reflects our understanding. If it does, please sign this agreement and return to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2019. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,


Jason Unger


CITY OF KEY WEST

By: 

Printed Name: SHAWN D. SMITH

Title: CITY ATTORNEY

INTEROFFICE MEMORANDUM

To: David Sermak, Purchasing
From: Cheri Smith, City Clerk 
Date: August 14, 2019
Subject: **City of Key West Request for Proposals State Government Regulations, RFP #101-19**

The following bids were opened Wednesday, August 14, 2019 at 3:00 p.m. in response to the above referenced project.

1. Capital City Consulting
101 East College Ave, Suite #502
Tallahassee, FL 32301
2. Meenan Capital Group
300 South Duval Street
Tallahassee, FL 32301
3. Becker & Poliakoff, P.A.
1 E. Broward Blvd., 18th Floor
Fort Lauderdale, FL 33301
4. Gray/Robinson
301 South Bronough Street, Suite 600
Tallahassee, FL 32301

CS/mcs

DOCUMENTS FOR:



RFP #010-19 CITY OF KEY WEST REQUEST FOR PROPOSALS STATE GOVERNMENT RELATIONS SERVICES

JULY 2019

CITY OF KEY WEST

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

GREGORY DAVILA

MARY LOU HOOVER

CLAYTON LOPEZ

INFORMATION TO BIDDERS

**SUBJECT: REQUEST FOR PROPOSALS RFP #010-19
STATE GOVERNMENT RELATIONS SERVICES**

ISSUE DATE: JULY 6, 2019

**MAIL PROPOSALS TO: CITY OF KEY WEST
OFFICE OF THE CITY CLERK
1300 WHITE STREET
KEY WEST, FL 33040**

PROPOSAL DEADLINE: AUGUST 14, 2019

NO LATER THAN: 3:00 PM LOCAL TIME

**DAVID SERMAK
CENTRAL PURCHASING SPECIALIST
CITY OF KEY WEST**

TABLE OF CONTENTS

REQUEST FOR PROPOSALS.....	1
FUNDING OPPORTUNITIES	2
MONITORING.....	3
BILL TRACKING.....	3
INSTRUCTION FOR PROPOSERS	4
SELECTION.....	5
CONTRACT.....	6
SUBMITTAL OF PROPOSER.....	6
INSURANCE REQUIREMENTS	7
INDEMNIFICATION FORM.....	10
SOLE PROPRIETOR OR PARTNERSHIP	11
ANTO-KICKBACK AFFIDAVIT	12
SWORN STATEMENT ON PUBLIC ENTITY CRIMES.....	13
EQUAL BENEFITS FORM DOMESTIC PARTNERS AFFIDAVIT	15
CONE OF SILENCE AFFIDAVIT	16

REQUEST FOR PROPOSALS

Sealed proposals for the City of Key West (City) “RFP #010-19 STATE GOVERNMENT RELATIONS SERVICES” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida 33040 until 3:00 PM, local time, on the 14th day of AUGUST 2019 and then will be publicly opened and read. Any bids received after the time and date specified will be deemed non-responsive and not be considered.

Please submit one (1) original proposal package and two (2) electronic copies on USB drives with a single PDF file of the entire proposal package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “RFP #010-19 STATE GOVERNMENT RELATIONS SERVICES”, addressed and delivered to the City Clerk at the address noted above.

DESCRIPTION OF SERVICES

The CITY is requesting proposals from qualified individuals or firms to provide State government relations services for the CITY before the Executive branch, Legislators and/or legislative staff of the State government to secure funds for, and otherwise represent, CITY efforts.

TERM

The contract shall be for a term of three (3) years with the option for two (2) additional one-year terms by mutual written agreement. The selected individual or firm shall identify available State funds or grants for the CITY and provide other government relations services as required in order to secure State funds and enhance relations for the CITY.

SCOPE OF SERVICES

FUNDING OPPORTUNITIES:

Working in consultation with the City Manager and/or elected officials, the following are areas of responsibility of the State Government Relations firm:

1. Work closely with the CITY to obtain all necessary project information.
2. Secure State funding for the CITY including proactive identification of specific funding opportunities.
3. Monitor State legislation and programs of State agencies to identify new funding sources.
4. Prioritize funding opportunities according to their potential as funding sources.
5. Develop timelines, giving dates when certain activities should begin and when materials should be compiled to meet State guidelines and deadlines.
6. Act as a representative of the CITY and its projects.
7. Coordinate with the State delegation in gaining support for State funding for the CITY, assist in drafting appropriate correspondence, schedule briefings and meetings.
8. Identify and meet with key State agencies, officers of the State government and members of the State legislator related to specific funding sources, propose and implement lobbying and advocacy strategies for gaining their support for CITY projects.
9. Establish and maintain liaisons with key State agencies, officers and elected officials to gain support for CITY projects.
10. If requested, prepare State grant applications.
11. Provide technical assistance and guidance to CITY staff in preparing correspondence and reports for State funding contracts.
12. As requested or necessary, arrange meetings between State agencies and members of the Executive branch, Legislators and/or legislative staff with the Mayor, City Commissioners and the City Manager to promote the funding of CITY projects or to discuss legislative issues affecting the CITY.
13. Identify agencies or other local governments which may be competing for specific grants or appropriations and assist in aligning support for CITY Projects.

14. Provide quarterly reports to the City Manager or designee demonstrating the progress of the individual or firm toward securing funding for CITY projects. The report shall provide enough information as needed in order for the Mayor, City Commission, City Manager and staff to support any lobbying strategies.
15. Appear before the City Commission as requested to report on fund development activities, approximately two (2) times annually. Appearances will be scheduled in advance at the request of the Mayor and City Commission.

MONITORING

1. Review on a continuing basis all existing and proposed State of Florida policies and legislation effecting the CITY. Identify those issues that may directly, or indirectly effect the CITY or its citizens and regularly inform the CITY as to such matters, both orally and in writing, including the benefits and any inverse impacts of proposed legislation.
2. Work closely with the Mayor, City Commission, City Manager, Assistant City Manager and senior staff in the coordination and development of the City's legislative program for both long and short-term perspectives, as well as legislative priorities.
3. Work closely with the Mayor, City Commission, City Manager and senior staff to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.

BILL TRACKING

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on legislative or regulatory interests of the CITY.
2. As copies of any bills and amendments are determined to have an impact on legislative and regulatory interests of the CITY, copies shall be forwarded to the Mayor, City Commission and City Manager.

INSTRUCTION FOR PROPOSERS

Proposers shall address the following areas. A proposal's failure to address all areas may result in rejection of the Proposal. In addition, all Proposals shall strictly correspond to the formatting indicated at the beginning of this RFP.

Sections

1. **Introduction**
 - a. Proposer's name and address of central and satellite offices.
 - b. Project Manager's telephone number and email address.
 - c. Current client list, including local governments.
2. **Firm's or Individual's Experience and References**
 - a. This section shall include a description of at least two (2) other professional contracts or experiences that are similar to the scope of services described in this proposal. Each shall include a reference name and telephone number(s).
3. **Personnel Qualifications and Availability**
 - a. Identify the names, qualifications and availability of all individuals who will be assigned to this account. Proposals shall also include the role and percent of time that each person will be assigned for work on this project.
4. **Implementation of Scope of Services**
 - a. Identify the consultant's proposed methods and an estimate of time necessary for specific activities in the pursuit of State funding opportunities.
5. **Fees**
 - a. Provide a fixed fee proposal for performing all the work described in the Request for Proposals. Identify all costs anticipated to be associated with this proposal, including meals, travel, lodging and business expenses. Please provide a description of the cost basis for your proposal.

SELECTION

Proposals submitted will be evaluated by an Evaluation Committee approved by the City Manager. In a publicly noticed meeting the Evaluation Committee will meet to review and discuss the various proposals. The Committee will then evaluate and rank the responses based on the items outlined in the Evaluation criteria. The Committee may short list firms to be submitted to the City Commission should the number of respondents exceed three (3). The City Commission may accept the ranking recommendations of the Evaluation Committee and may request ranked firms to give a presentation and/or answer questions, amend the 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.

The Evaluation Committee criteria are as follows:

Maximum Points	Category
20	Experience of Firm <ul style="list-style-type: none"> * Experience of firm with similar clients * Past accomplishments with similar clients * References
20	Qualifications and Availability of "Core Team" <ul style="list-style-type: none"> * Qualifications for "core team" members * Availability of "core team" members
20	Methodologies <ul style="list-style-type: none"> * Proposed methods for identifying funding opportunities * Lobbying and advocacy strategies for securing State funds through legislation and State grant opportunities
10	Location Consideration and How It Impacts Effective Communication Between the CITY, Consultant and Key State Contacts <ul style="list-style-type: none"> * Location of the firm and key "Core team" members * Approach to maintaining good communication/coordination with clients
5	Scheduling <ul style="list-style-type: none"> * Willingness to meet with CITY time requirements * Recent, current and projected workload of the firm
5	Knowledge/Understanding of the CITY and Projects <ul style="list-style-type: none"> * Understanding of the City's governmental process * Understanding of the City's projects
20	Cost <ul style="list-style-type: none"> * Fees and cost basis

CONTRACT

The selected proposer will be expected to execute a contract with the CITY within 30 days of Notice to Award. If the contract cannot be successfully negotiated, the CITY may elect to negotiate with the second ranked proposer and so forth.

SUBMITTAL OF PROPOSER

Proposals shall stipulate that the proposed terms are valid for one-hundred and twenty (120) days from the date of submittal. Proposals must be signed by an official who has legal authority to bind the individual or from.

CITY MAILING ADDRESS

All proposals meeting the criteria as outlined in page 2 of the documents shall be mailed to:

The City of Key West
Office of the City Clerk
1300 White Street
Key West, Florida 33040

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, 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 Consultant's Liability policies with the exception of the Consultant's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Consultant shall deliver to the City, prior to commencing work/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(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Consultant fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Consultant's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 The Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Consultant shall promptly authorize and have delivered such statement to the City.
- 1.07 The Consultant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Consultant's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Consultant shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Consultant in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Consultant under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Consultant. No personal property owned by the City used in connection with these business activities shall be considered by the Consultant's insurance company as being in the care, custody, or control of the Consultant.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention, including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Consultant agrees, if required by the City, to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following expiration or termination of the Agreement.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Consultant.
- 2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**
- 2.01 All requirements in this Insurance Section shall be complied with in full by the /Consultant unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

Commercial General Liability Insurance shall be maintained by the Consultant on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Consultant for a period of not less

than four (4) years following expiration or termination of this Agreement.

The use of an Excess or Umbrella policy shall be acceptable if the level of protection provided by the Excess or Umbrella policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Consultant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--

If the Consultant does not own any vehicles, this requirement can be satisfied by having the Consultant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Professional Liability Insurance shall be maintained by the Consultant which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$2,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

DATE: _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____
20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and
its seal affixed by its duly authorized officers this ____ day of _____ 20____.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

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 this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

* * * * *

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,

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

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

My commission expires:

NOTARY PUBLIC

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 this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, 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: _____

* * * * *

RFP 010-19 State Gov't Relations, Service Day Bradshaw

Maximum Points	Category	Firm			
		Meenan	Capital City	Gray Robinson	Becker and Poliakoff
20	Experience of Firm * Experience of firm with similar clients * Past accomplishments with similar clients * References	10	16	18	17
20	Qualifications and Availability of "Core Team" * Qualifications for "core team" members * Availability of "core team" members	16	18	15	16
20	Methodologies * Proposed methods for identifying funding opportunities * Lobbying and advocacy strategies for securing State funds through legislation and State grant opportunities	16	17	17	17
10	Location Consideration and How It Impacts Effective Communication Between the CITY, Consultant and Key State Contacts * Location of the firm and key "Core team" members * Approach to maintaining good communication/coordination with clients	5	7	9	8
5	Scheduling * Willingness to meet with CITY time requirements * Recent, current and projected workload of the firm	5	5	5	5
5	Knowledge/Understanding of the CITY and Projects * Understanding of the City's governmental process * Understanding of the City's projects	2	3	5	4
20	Cost * Fees and cost basis	18	20	18	19
100		72	86	87	86
		\$96,000	\$63,000	\$72,000	\$66,000

Wallace

Maximum Points	Category	Firm			
		Meenan	Capital City	Gray Robinson	Becker and Poliakoff
20	Experience of Firm * Experience of firm with similar clients * Past accomplishments with similar clients * References	4	5	19	15
20	Qualifications and Availability of "Core Team" * Qualifications for "core team" members * Availability of "core team" members	10	18	19	15
20	Methodologies * Proposed methods for identifying funding opportunities * Lobbying and advocacy strategies for securing State funds through legislation and State grant opportunities	10	15	15	15
10	Location Consideration and How It Impacts Effective Communication Between the CITY, Consultant and Key State Contacts * Location of the firm and key "Core team" members * Approach to maintaining good communication/coordination with clients	5	5	8	5
5	Scheduling * Willingness to meet with CITY time requirements * Recent, current and projected workload of the firm	2	4	4	3
5	Knowledge/Understanding of the CITY and Projects * Understanding of the City's governmental process * Understanding of the City's projects	2	3	5	3
20	Cost * Fees and cost basis	5	18	17	19
100		0	0	0	0
		\$96,000	\$63,000	\$72,000	\$66,000

Tim Scior

Maximum Points	Category	Firm		
		Meenan	Capital City	Gray Robinson
20	Experience of Firm * Experience of firm with similar clients * Past accomplishments with similar clients * References	20	20	20
20	Qualifications and Availability of "Core Team" * Qualifications for "core team" members * Availability of "core team" members	20	20	20
20	Methodologies * Proposed methods for identifying funding opportunities * Lobbying and advocacy strategies for securing State funds through legislation and State grant opportunities	16	17	20
10	Location Consideration and How It Impacts Effective Communication Between the CITY, Consultant and Key State Contacts * Location of the firm and key "Core team" members * Approach to maintaining good communication/coordination with clients	5	5	10
5	Scheduling * Willingness to meet with CITY time requirements * Recent, current and projected workload of the firm	5	5	5
5	Knowledge/Understanding of the CITY and Projects * Understanding of the City's governmental process * Understanding of the City's projects	2	2	5
20	Cost * Fees and cost basis	10	20	10
100		\$96,000	\$63,000	\$72,000

\$96,000
 \$63,000
 \$72,000
 \$66,000

20
 20
 10
 10

84.3
 91.8
 81.5



WMD

STATE GOVERNMENT RELATIONS SERVICES RFP 01.0-19
Evaluation Committee Ranking
September 13, 2019 at 10:00AM
Key West City Hall
Moderator: David Sarnak

1. Doug Bradshaw
2. James Scholl
3. Wayne Miller
4. George Wallace

Evaluation Panel Scoring

	Meenan Capital #1 20				Capital City Consulting #2 17				Gray Robinson #3 10				Becker & Pollakoff #4 10			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Points Allowed	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Experience of Firm	15				20				20				20			
Qualifications and Availability of "Core Team"	15				15				20				15			
Methodologies	15				20				20				15			
Location Consideration and How it Impacts Effective Communication Between the City, Consultant and Key State Contacts	5				10				10				5			
Scheduling	5				5				5				5			
Knowledge and Understanding of the City and its Projects	5				5				5				5			
Cost	8				10				15				15			
Total Points	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Proposer Average Proposal Points

0.0

0.0

0.0

0.0