



**AGENDA REPORT**  
**May 7, 2019**

**State Lobbying Services**

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**SUBJECT:**

Direction for Procurement of State Lobbying Services

**FISCAL IMPACT:**

The County's Fiscal Year 2018-2019 Adopted Budget includes \$60,000 for state lobbying services.

**DEPT/OFFICE:**

Central Services

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve the advertisement of a Request for Proposals from qualified firms to provide state lobbying services and provide direction regarding the review and evaluation of all responsive and reasonable proposals.

**SUMMARY EXPLANATION and BACKGROUND:**

There are significant benefits to having the services of a state lobbyist to represent Brevard County during State of Florida Legislative Session in Tallahassee and to represent the County's goals, priorities, and specific projects. The county's current contract for state lobbying services with Ronald L. Book, P.A. ends on September 30, 2019. The current value of the contract is \$5,000 per month or \$60,000/year.

RFP documents indicate the Board of County Commissioners will evaluate proposals received, determine an order of preference by ranking the firms deemed to be the most highly qualified to perform the requested services, and the Board may select one or more firms for interviews based upon the responses of each firm.

The Board may wish to consider the following options for evaluation and selection:

1. The Board of County Commissioners evaluate proposals as outlined in the RFP documents.
2. Appoint a Selection and Negotiating Committee comprised of Matt Wallace, Public Safety Director; Virginia Barker, Natural Resources Management Director; and Peter Cranis, Tourism Development Director to review and evaluate the RFP responses with their recommendation brought back to the Board for consideration and final approval.
3. Appoint a Selection and Negotiating Committee comprised of staff identified in Option 2 and appoint a member of the Board of County Commissioners or the Board's designee to review and evaluate the RFP responses with their recommendation brought back to the Board for consideration and final approval.

The State Lobbyist scope of services on behalf of the County Commission and/or County Manager would include:

- Present in Tallahassee during the Legislature session, and attend committee meetings.
- Review pending legislation and communicate and meet with the Governor, Lt. Governor, and staff; Cabinet members and staff; Legislative Committee staff; Legislators and staff; Agency Directors and their staff members; and economic development agencies, workforce development representatives and aerospace industry representatives as necessary.
- Provide written status reports when the Legislature is in session and other information on a regular basis to the Commission and County Manager, and provide an annual report presented to the Commission at a Board meeting; and, appear at Board meetings as necessary to address the business of the Commission.
- Provide information about legislative appropriations that will assist the Commission and staff in the discharge of their duties.
- Work on Legislative matters approved by the Commission and those items in the best interest of the County.
- Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida in support of aerospace and military economic development activities as authorized by the Commission and/or County Manager.
- Monitor, identify and prioritize challenges and opportunities for the County with respect to issues under consideration by the State Legislature and state and regional agencies, especially those issues defined in the County's annual legislative request.
- Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.

The term of the contract will be for a three (3) year period with renewal options for two (2) additional one-year periods.

**ATTACHMENTS:**

**Description**

- **Draft RFP**
- **Draft Contract**



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May 8, 2019

**M E M O R A N D U M**

TO: Leslie Rothering, Interim Central Services Director

RE: Item J.2., State Lobbying Services

The Board of County Commissioners, in regular session on May 7, 2019, directed staff to negotiate a contract with Ronald L. Book, P.A., for State Lobbying Services, and to bring it back to the Board once negotiations are complete.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/cmw



## **GENERAL CONDITIONS, TERMS, AND PROVISIONS**

### **1. DEFINITIONS:**

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms

provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: [www.demandstar.com](http://www.demandstar.com) and [VendorLink](http://VendorLink).

6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to [www.demandstar.com](http://www.demandstar.com) and [www.myvendorlink.com](http://www.myvendorlink.com). Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.

12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be

acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal,

State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does

not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as

stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at [Brian.Breslin@BrevardFL.gov](mailto:Brian.Breslin@BrevardFL.gov), and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contract and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to

Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. The Contractor is required to submit a copy of the fully executed E-Verify Memorandum of Understanding with bid.
53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any



or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
  - Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
  - In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.
57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- POSTING OF AWARD NOTICES**  
FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.
  - PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may be requested to attend. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

**STATE LOBBYIST SERVICES**  
**RFP P-1-19-XX**  
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**Attachments:**

- Exhibit A – Reference Form
- Exhibit B - Conflict/Non-Conflict of Interest Statement
- Exhibit C – Proposal Checklist
- Exhibit D – Draft Contract

**STATE LOBBYIST SERVICES  
RFP P-1-19-XX  
PROPOSAL SCHEDULE**

**PROPOSAL SCHEDULE**

The following anticipated timeline for completion of the RFP process and implementation has been established:

**IDENTIFICATION DATE**

May 16, 2019

RELEASE OF PROPOSAL

June 5, 2019 @ 5:00 pm

DEADLINE FOR QUESTIONS

June 12, 2019 @ 10:00 am

PROPOSAL DUE DATE AND TIME

Date & Time TBD

SELECTION COMMITTEE MEETING

Date & Time TBD

RECOMMENDATION TO THE BOARD

**REQUEST FOR PROPOSALS FOR STATE LEGISLATIVE LOBBYIST  
FOR THE COUNTY OF BREVARD, FLORIDA  
RFP P-1-19-XX**

**SECTION I SPECIAL CONDITIONS**

**1. INTRODUCTION/PURPOSE:**

The purpose of the Request for Proposal is to solicit responses from qualified Legislative Lobbyists to perform State legislative representation and related lobbyist support services to advance Brevard County's approved legislative plan and State of Florida Space policy agenda. The respondent must have established an impeccable reputation with the legislative community for experience, expertise and reliability. A detailed list of required services is provided under the Scope of Services section.

**2. BACKGROUND:**

Brevard County, Florida, encompasses 1,276 square miles on the Atlantic Coast near the mid-point of the Florida peninsula. Land area for the County is equal to 995 square miles, with the remaining 281 square miles representing inland waterways. The County is approximately 72 miles from north to south and approximately 20 miles from the east (the Atlantic coastline) to the west (the St. Johns River). The County is bordered on the north by Volusia County, on the west by Orange and Osceola Counties and on the south by Indian River County. The City of Titusville, the County seat, is 40 miles east of Orlando, Florida, and 142 miles southeast of Jacksonville, Florida.

One of the most recognizable landmarks in the County is the Kennedy Space Center located northeast of the County's geographic center. The Indian River separates the mainland portion of the County from the barrier islands. The St. Johns River forms a part of the County's western boundary.

Brevard County was established in 1844 and became the 25th of the 67 counties in the State of Florida. The Constitution of Florida gives the power of home rule to chartered local governments. A charter gives to a community the direct constitutional power to pass its own local laws, and to restructure and establish a government responsive to the needs and wishes of its citizens without the permission of the State Legislature. In November 1994 the voters of Brevard County adopted the County's Home Rule Charter. On January 1, 1995, all authority of the Charter became effective.

The five-member Board of County Commissioners is the legislative and governing body of the County. Each County Commissioner is elected on a district basis to represent the district in which he or she resides. The Commission itself elects a Chairman who serves as a presiding officer.

The Board of County Commissioners appoints a County Manager and a County Attorney. The County Manager is responsible for the administration of the County government. The County Attorney is responsible for the legal services for County government.

In addition, the Charter provides for the offices of: the Sheriff, the Property Appraiser, the Tax Collector, the Clerk of the Courts, and the Supervisor of Elections.

**3. PROPOSAL SUBMITTAL:**

Please submit **one hardcopy original, clearly marked "Original" and 4 hard copy copies, clearly marked "Copy" along with one electronic signed pdf copy on USB flash drive or CD/DVD** no later than 10:00 a.m. local time on June 12, , 2019. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and four copies on paper,

plus one compact disc (CD) or flash drive. Sealed proposals must be clearly marked as follows:

"RFP # P-1-19-XX, State Lobbyist Services" and returned to:

Purchasing Services and Contracts Manager  
Brevard County Government Center  
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303  
Viera, FL 32940

All proposals received on or before the due date and time will be opened at 10:00 a.m. local time on June 12, 2019 at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

**\*Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

4. **PRE-PROPOSAL MEETING DATE AND TIME:**

There is no Pre-Proposal Meeting scheduled for this RFP.

5. **INFORMATION OR CLARIFICATION/NO CONTACT PROVISION:**

Proposers are hereby notified not to contact any member of the County Commission or Commission District staff, except as provided herein regarding this proposal until such time, as a contract has been awarded. All inquiries pertaining to this RFP shall be directed through Purchasing Services. Failure to abide by this condition of the RFP may be cause for rejection of the firm's proposal.

For information concerning procedures for responding to this proposal, contact Steven A. Darling, Jr., Purchasing Services and Contracts Manager at 321-617-7390, or by email at [steven.darling@brevardfl.gov](mailto:steven.darling@brevardfl.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Steven A. Darling, Jr., at [steven.darling@brevardfl.gov](mailto:steven.darling@brevardfl.gov). To be given consideration, such requests must be received in writing no later than June 5, 2019 at 5:00 p.m. local time. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. The Selection Committee will make recommendations to the Board of County

Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected Contractor."

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

**Right to Submitting Material:** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of Brevard County.

**Contract Negotiation:** The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

**Conflict of Interest:** Any prospective Lobbyist must make an affirmative statement to the effect that a contract with their firm if selected will not result in a conflict of interest with any party, which may be affected under this program. Alternatively, should any potential or existing conflict be known by a prospective Lobbyist, said prospective Lobbyist must specify the party with which the conflict exists and whether prospective Lobbyist would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County. The prospective lobbyist will disclose any representation of local government within Brevard County.

**REQUEST FOR PROPOSALS FOR STATE LEGISLATIVE LOBBYIST  
FOR THE COUNTY OF BREVARD, FLORIDA  
RFP #P-1-19-xx**

**SECTION 2 SCOPE OF SERVICE**

Brevard County intends to establish an agreement for the services of a qualified State Legislative Lobbyist to serve as a consultant and advisor to act directly or solicit others to act for the purpose of assisting with and/or represent the County Commission in policy, legislative, appropriations, workforce issues, and technical matters that come before the Governor, Cabinet, Legislature, state agencies, economic development organizations, and aerospace industry representatives. The State Legislative Lobbyist must be able to provide a full scope of Legislative Lobbyist services and demonstrate experience in areas listed below. The required services may include, but are not limited to, the following:

- 2.1 Routinely be present in Tallahassee when the Legislature is in session, and to attend committee meetings on matters assigned by the County Commission and/or County Manager.
- 2.2 Review pending legislation and communicate and meet with the Governor, Lt. Governor, and staff; Cabinet members and staff; Legislative Committee staff; Legislators and staff; Agency Directors and their staff members; and economic development agencies, workforce development representatives, and aerospace industry representatives as necessary, on matters assigned by the County Commission and/or County Manager.
- 2.3 Provide written status reports when the Legislature is in session and other information on a regular basis to the County Commission and County Manager, and provide an annual report presented to the County Commission at a Board meeting; and, appear at Board meetings as necessary to address the business of the County Commission.
- 2.4 Provide information about legislative appropriations that will assist the County Commission and staff in the discharge of their duties.
- 2.5 Work on Legislative matters approved by the County Commission and those items in the best interest of the County.
- 2.6 Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida in support of aerospace and military economic development activities as authorized by the County Commission and/or County Manager.
- 2.7 Monitor, identify and prioritize challenges and opportunities for the County with respect to issues under consideration by the State Legislature and state and regional agencies, especially those issues defined in the County's annual legislative request.
- 2.8 Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.

## **SECTION 3 GENERAL INFORMATION, EVALUATION PROCESS**

### **3.1 Post Bid Discussions with Proposers**

It is the County's intent to commence final contract negotiations with the proposer(s) deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere in this RFP. The County reserves the right, however, to conduct post-bid discussions with any proposer possessing a realistic possibility of contract award including request for additional information and request for "best and final" offers.

### **3.2 Presentations by Proposers**

The County, at its sole discretion, may ask any proposer to make an oral presentation and/or demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the knowledge, experience, and technical ability to perform the services as proposed. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

### **3.3 Minimum Requirements**

The attached requirements, Section 2, Scope of Service, are the minimum performance requirements for this proposal. They are not intended to limit competition nor specify any particular proposer. All proposals shall be considered having met or exceeded each item listed in the scope of work unless specifically otherwise noted. Any exceptions or alternates must be clearly identified and explained in writing and included in the proposal.

- 3.3.1 The respondent must be an active registered lobbyist with the State of Florida at the date of proposal submittal.

### **3.4 Contract**

- 3.4.1 The content of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 3.4.2 The initial term of the ensuing contract(s) shall be for three (3) years following award. The contract(s) may be renewed for two (2) additional one-year periods under the same terms and conditions, with the mutual consent of the County Commission and the contractor(s).
- 3.4.3 If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor in writing the problem(s) that exist. The contractor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the County may immediately cancel the contract by advising the contractor in writing.
- 3.4.4 The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.
- 3.4.5 Termination or cancellation of the contract will not relieve the contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).
- 3.4.6 Termination or cancellation of the contract will not relieve the contractor of any obligations or liabilities resulting from any acts committed by the contractor prior to the termination of the contract.



### **3.5 Award**

The County reserves the right to award the contract to the proposer which the County deems to offer the best overall proposal. The County is therefore not bound to accept a proposal on the basis of lowest price and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest to do so.

### **3.6 Evaluation Process**

3.6.1 The County Commissioners will evaluate proposals. Purchasing Services will be responsible for the evaluation process and will be the sole point of contact for all proposers. In addition to the materials provided in the written responses to this RFP, the County Commissioners may request, through the Purchasing Services Office, additional material, information or references from the proposer or from others.

3.6.2 The County Commissioners will evaluate all responsive and reasonable proposals received and may select one or more firms for interview based on the responses of each proposer.

The County Commissioners will determine in order of preference (ranking) firms deemed to be most highly qualified to perform the requested services.

### **3.7 Evaluation Criteria - Proposals will be evaluated and ranked on the basis of the following criteria:**

3.7.1 Responsiveness of the proposal related to the Scope of Service, Section 2. The ability, capability and skill of the proposer to perform the contract.

3.7.2 The character, integrity, reputation, judgment, experience and efficiency of the proposer.

3.7.3 Reports from references indicating a satisfactory record of performance from no less than three (3) references that the proposer has provided similar services within the last five (5) years.

3.7.4 Knowledge of the general character and environment of Florida counties, including successful experience servicing local governments in Florida.

3.7.5 Knowledge of economic development, business, and the aerospace industry in Florida, including successful experience representing business organizations and industry, especially the aerospace industry.

3.7.6 Proposed cost for services.

### **3.8 Licenses and Certificates**

3.8.1 The County reserves the right to require proof that the proposer is an established business and is abiding by the ordinances, regulation and laws of their community and the State of Florida, such as but not limited to: business tax receipts, business licenses,

Florida sales tax registration, Federal Employers Identification Number.

- 3.8.2 Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

### **3.9 Insurance**

- 3.9.1 Each contractor shall maintain the appropriate insurance(s) required to perform the respective operation(s) and activities proposed as required by State Statutes and regulations, and meets County ordinance requirements. Each contractor shall have a minimum of \$1,000,000 in professional liability coverage.

### **3.10 Assignment**

Any contract(s) awarded and issued pursuant to this RFP is (are) not assignable, except with the written authorization by the County Commissioners.

### **3.11 Proposer's Responsibility**

A proposer, by submitting a proposal, represents that:

- 3.11.1 The proposer has read and understands the request for proposals (RFP) and the proposal is made in accordance therewith and;
- 3.11.2 The proposer is familiar with the local conditions under which this contract must be performed. The proposer possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the County and;
- 3.11.3 It is understood and the proposer agrees that the proposer shall be solely responsible for all services provided. Notwithstanding the details presented in the RFP, it is the responsibility of the proposer to verify the completeness of the requirements and its suitability to meet the intent of this RFP.

## **SECTION 4 PROPOSAL FORMAT**

Each proposal shall include such information solicited in this RFP, plus any additional data that the proposer deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

### **4.1 Title Page**

Title page shall show the request for proposal's subject, title and proposal number; the firm's name, address, telephone and fax number of a contact person; and the due date of the proposal.

### **4.2 Tab 1 - Proposer Profile**

- 4.1.1 Cover Letter – The proposal shall contain a cover letter signed by a person who is authorized to commit the offer or to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.
- 4.1.2 Table of Contents – The table of contents shall provide a listing of all major topics, their

associated section number, and starting page.

4.1.3 The proposal shall include such information as the company's history, present status, projected corporate direction and show that the company has knowledge, interest and understanding of the County's requirements.

4.1.4 The proposal shall include an overview of the company's experience as they relate to their proposal(s).

#### **4.2 Tab 2 – Summary of Qualifications**

4.2.1 Indicate the firm's background in providing these services to governmental entities/counties and business organizations, industry, and aerospace within the State of Florida.

4.2.2 Discuss the firm's success rate for similar government/county, business organization, industry, and aerospace clients. Additionally, provide discussion of your firm's overall track record for the past five (5) years.

4.2.3 List the name, business address and telephone number of the individual that will act as the program manager for this contract. Provide a brief resume of the individual's background and skills in managing similar projects.

- Years of experience within the area of specialty
- Length of and type of service with the firm
- Knowledge of Florida local government issues
- Education and formal training

4.2.4 Names, qualifications and experience of those persons who will be assigned to work both directly and indirectly with or consult with County staff. Individuals' resumes should include:

- Years of experience within the area of specialty
- Length of and type of service with the firm
- Knowledge of Florida local government issues
- Education and formal training

#### **4.3 Tab 3 - Technical Response**

This section must be prepared in a clear and concise manner and should thoroughly address each of the categories listed in Section 3.7 - Evaluation Criteria.

#### **4.4 Tab 4 - Compensation**

**Compensation Sheet – Page 18.** Information on the desired compensation for services provided, including a proposed payment schedule indicating the manner and method of compensation, and the proposed fixed annual rate.

#### **4.5 Tab 5 - References**

4.5.1 Each proposer shall provide at least three (3) references on form provided for which the proposer has provided the same or similar services during the past five (5) years. Each reference shall include, at minimum:

- name and full address of organization;
- contact person for contract;
- contact person of the procurement authority;
- telephone number(s);
- date of initiation of contract;
- brief summary comparing the services provided to the services proposed for the Scope of Services.

4.5.2 Provide copies of the proposer's public disclosure report of lobbying activities for the previous two (2) quarters as outlined in Chapter 2005-359, Laws of Florida. Please provide current clients and compensation reports.

4.5.3 Failure to provide references may disqualify the proposal.

**4.6 Tab 6 - Conflict of Interest Disclosure/No Contact Provision**

All proposers shall properly complete **Exhibit B**, have notarized and attach with their proposal a statement as to their compliance with the Conflict of Interest Disclosure and the No Contact Provision (Section 1-5).

**4.7 Tab 7 - Litigation**

Information on the nature and magnitude of any litigation or proceeding whereby, during the past two (2) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

**4.8 Tab 8 - Other Information**

Provide any information that will provide insight to the evaluators about the qualifications, fitness and abilities of the proposer. This information should be succinct. The innovative features and use of these features by current and past clients should be included in this tab.

**4.9 Tab 9 - Financial Stability**

All proposers shall certify and provide a statement that they are financially able and have the necessary resources human and financial, to service this contract at the level required by the County.

**4.10 Tab 10 - Compliance Forms Required by Purchasing Services**

- Signed/Notarized Request For Proposal
- Copy of fully executed E-Verify Memorandum of Understanding from the Department of Homeland Security for the Business
- E-Verify Participation Form
- Contractor Affidavit Regarding Scrutinized Company List

**STATE LOBBYIST SERVICES  
RFP P-1-19-xx  
COMPENSATION SHEET**

Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the fixed annual rate of:

1. \$ \_\_\_\_\_ /fixed annual rate inclusive of all costs required to perform the services, including all out-of-pocket and travel expenses.

2. Proposed payment schedule indicating the manner and method of compensation:

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

**ACH PAYMENTS**

Does your company accept ACH Payment Method? \_\_\_\_\_ Yes / \_\_\_\_\_ No

**PROMPT PAYMENT DISCOUNT**

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

\* If Prompt Payment Discount is offered, please state discount and terms:

\_\_\_\_\_

**ADDENDUM ACKNOWLEDGMENT**

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

Add. No. \_\_\_\_\_ Dated \_\_\_\_\_ // Add. No. \_\_\_\_\_ Dated \_\_\_\_\_

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, and compensation for Proposal #P-1-19-XX/State Lobbyist Services.

CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL \_\_\_\_\_

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
INDEMNIFICATION AND INSURANCE REQUIREMENTS  
REQUEST FOR PROPOSALS FOR STATE LEGISLATIVE LOBBYIST  
FOR THE COUNTY OF BREVARD, FLORIDA  
RFP #P-1-19-xx**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a minimum \$1,000,000.00 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a minimum \$1,000,000.00 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

Professional Liability Insurance Policy In addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy with a minimum amount of \$1,000,000.00 per claim.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

**REQUEST FOR PROPOSALS FOR STATE LEGISLATIVE LOBBYIST  
FOR THE COUNTY OF BREVARD, FLORIDA**

**RFP #P-1-19-xx**

**REFERENCE FORM – Exhibit A**

**REFERENCES – PROJECTS**

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Ref #2. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Ref #3. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Ref #4. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Ref #5. Customer/Client: \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP Code: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

**Exhibit B**

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority \_\_\_\_\_  
[Name of Individual Signing]

who, after first being sworn by me, affixed his signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires:** \_\_\_\_\_ (Affix Seal)



**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONFIRMATION OF E-VERIFY PARTICIPATION FORM**

(This form is to be submitted along with a fully executed copy of the E-Verify Memorandum of Understanding for the business)

In accordance with BCC Policy 25 all Contractors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Contractor that is not enrolled into E-Verify. Any Contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Contractors shall provide acceptable evidence of their enrollment at the time of the submission of the Contractor's proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and a signed copy of this Participation Form.
3. All Contractors must meet this requirement unless:
  - a. The contract is solely for goods-based procurement where no services are provided; or
  - b. Where the requirement is waived by the Board of County Commissioners.
4. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Bid Number and Name

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

22\_\_\_\_\_  
Position

## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

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

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. \_\_\_\_\_ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. \_\_\_\_\_ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. \_\_\_\_\_ (name of contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires:

(AFFIX SEAL OR STAMP)

**Exhibit C**  
**REQUEST FOR PROPOSALS FOR STATE LEGISLATIVE LOBBYIST**  
**FOR THE COUNTY OF BREVARD, FLORIDA**  
**RFP #P-1-19-xx**  
**PROPOSER CHECKLIST**

*The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.*

- ☐ One (1) original and four (4) copies of proposal, CD/USB Copy
- ☐ Required Format Outlined in Section 4
- ☐ **Required Forms:** Signed and notarized Contractor acknowledgement, Insurance Indemnification Form, Fully executed copy of the E-Verify Memorandum of Understanding for the business, E-Verify Participation Form, Contractor Affidavit Regarding Scrutinized Company List

**REQUEST FOR PROPOSALS FOR STATE LEGISLATIVE LOBBYIST  
FOR THE COUNTY OF BREVARD, FLORIDA  
RFP #P-1-19-xx  
STATEMENT OF NO PROPOSAL**

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services  
2725 Judge Fran Jamieson Way, Bldg C Suite 303  
Viera, FL 32940

We the undersigned have declined to bid on your Proposal No. P-1-19-xx for the following reasons:

- ☐ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal (RFP).
- ☐ We do not offer this product or equivalent.
- ☐ Our product schedule would not permit us to perform.
- ☐ Specifications unclear (explain below).
- ☐ Remove our company from bid list.
- ☐ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE PRINT

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

|   |
|---|
| NOTE: Failure to submit either a Proposal or a Statement of No Proposal may be cause for removal from the Brevard County Purchasing Services Contractor database. |
|---|

Exhibit D

CONTRACT

THIS CONTRACT made and entered by and between THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor".

WHEREAS, the County has issued a request for proposals for state lobbyist services and it is the intent of the County to obtain the services of the Contractor in connection with RFP P-1-19-xx State Lobbying Services, hereinafter referred to as the "services," and;

WHEREAS, the Contractor submitted the highest ranking, responsive, responsible proposal; and

WHEREAS, the Contractor desires to perform such services on behalf of the County in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the County and the Contractor:

1. **SCOPE OF SERVICES**

1. The Contractor shall serve as a consultant and advisor to act directly or solicit others to act for the purpose of assisting with and/or representing the County in policy, legislative, appropriations, and technical matters that come before Governor, Cabinet, Legislature, state agencies, economic development organizations, workforce development representatives, and aerospace industry representatives. The required services may include, but are not limited to, the following:

- A. Routinely be present in Tallahassee when the Legislature is in session, and attend committee meetings on matters assigned by the Commission and/or County Manager.
- B. Review pending legislation and communicate and meet with the Governor, Lt. Governor, and staff; Cabinet members and staff; Legislative Committee staff; Legislators and staff; Agency Directors and their staff members; and economic development agencies, workforce development representatives and aerospace industry representatives as necessary, on matters assigned by the Commission and/or County Manager.

- C. Provide written status reports when the Legislature is in session and other information on a regular basis to the Commission and County Manager, and provide an annual report presented to the Commission at a Board meeting; and, appear at Board meetings as necessary to address the business of the Commission.
- D. Provide information about legislative appropriations that will assist the Commission and staff in the discharge of their duties.
- E. Work on Legislative matters approved by the Commission and those items in the best interest of the County.
- F. Coordinate activities with lobbyists from business, the aerospace industry, economic development agencies, workforce development agencies, and Space Florida in support of aerospace and military economic development activities as authorized by the Commission and/or County Manager.
- G. Monitor, identify and prioritize challenges and opportunities for the County with respect to issues under consideration by the State Legislature and state and regional agencies, especially those issues defined in the County's annual legislative request.
- H. Complete in a timely fashion all forms and reports required of lobbyists by the state and other relevant jurisdictions.
- I. The have represented they have no conflict of interest with any other party or Brevard County by executing this Agreement. Should a conflict of interest arise between the Contractors' representation of the Commission and its representation of any other party/entity after the date the Contractors execute this Agreement,, the Contractors shall notify the Commission in writing within five (5) business days identifying the other party and the conflict.
- J. The Contractors and individuals acting on behalf of the Contractors for the benefit of the Commission, agree to comply with and abide by the Rules and Regulations of the Florida Bar, including the Rules of Discipline and the Rules of Professional Conduct set forth in Chapters 3 and 4 of the above referenced Rules and Regulations. In addition, the Contractors and all employees of the Contractors agree that, during the term of this Agreement, they will not lobby the Brevard County Commission or Brevard County staff on behalf of private clients.

## 2. **CONTRACT TERM/EFFECTIVE DATE**

The term of the initial contract period will be three (3) years from the effective date of this Contract, with the option to renew under the same terms and conditions for two, additional one (1) year terms upon mutual agreement of both Parties. The County Manager may renew on behalf of the County providing written notice of intent to renew to the Contractor at least sixty (60) days prior to the end

of any current term. The effective date of this Contract means the date on which the last of the Parties hereto executes this Contract.

3. **COMPENSATION**

- (a) For providing lobbying services pursuant to this Contract, the Contractor shall receive from the County a total sum of \$ \_\_\_\_\_, annually, less any reductions described in 3(b), for the initial contract period. If the Contract is terminated prior to the end of the initial contract period, the County shall only be responsible for paying the monthly invoices submitted for services performed through the date of termination.
- (b) The Contractor shall submit a monthly invoice in the amount of \$ \_\_\_\_\_ for the services provided pursuant to this Contract. Upon the County's receipt of the Contractor's invoice, the County Manager or designee will certify that the Contractor has performed the described services in conformance with this Contract, and that the Contractor is entitled to receive the specified amount. If so certified by the County Manager or designee, the County shall pay the Contractor pursuant to Section 218.70. et seq. Florida Statutes, known as the "Florida Prompt Payment Act."
- (c) The Contractor will be eligible to receive an increase in annual compensation, not to exceed the lesser of the most recent annual Consumer Price Index (CPI) published by the federal government or 3%, for each renewal of this Contract following the initial term.

4. **TERMINATION**

- (a) The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein.
- (b) Termination for Breach: This Contract may be terminated for cause with ten (10) days written notice by the County upon failure of the Contractor to perform pursuant to any of the provisions or requirements set forth herein.
- (c) Termination Billings: Upon termination of this Contract for convenience or for breach, the Contractor shall be entitled to payment for obligations incurred after the Contractor's receipt of notice of termination or date of the Contractor's date of notice of termination, whichever is applicable, only if the obligations were incurred with the written approval of the County.



Obligations incurred prior to a notice of termination shall be paid consistent with the terms of this Contract.

5. **INDEMNIFICATION**

The Contractor shall hold the County harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the reasonable cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

6. **INSURANCE REQUIREMENTS**

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all services covered by Contract, the following types of insurance.

- a. Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.
- b. **Insurance Certificates:** The COMPANY shall provide the COMMISSION with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the COMMISSION. Said Liability Policies shall provide that the COMMISSION be an additional insured. The COMMISSION shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COMMISSION and licensed and authorized under the laws of the State of Florida.

7. **ENTIRETY/MODIFICATIONS**

This writing contains the entire Contract of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. Any modification must be in a written form and signed by both parties.

8. **WAIVER**

The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

9. **NOTICES/AUTHORIZED REPRESENTATIVES**

- (a) Notices: All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Contract shall be delivered to the parties at the addresses provided in this section:

FOR COUNTY:

FOR CONTRACTOR:

- (b) Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.
- (c) Authorized Representatives: The parties agree that in order to facilitate the orderly and efficient implementation of the services contemplated by this Contract, each party shall have the authority to transmit information pertinent to the work covered by this Contract. The parties understand and agree that only the Board of County Commissioners (County) has the

authority to approve any changes or modifications to this Contract. The Contractor shall assign \_\_\_\_\_, as the only Contractor representative responsible for all matters assigned by the County under the terms of this Contract.

10. **CONTINUED MANAGEMENT BY THE NAMED PARTIES**

Continuation of this Contract is contingent on continued management by \_\_\_\_\_. Noncompliance with this provision is grounds for the County to terminate this Contract for default. The County can only agree to substituted management by a written amendment signed by both parties.

11. **INDEPENDENT CONTRACTOR**

The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

12. **FEDERAL TAX ID NUMBER**

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

13. **EMPLOYMENT**

The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

14. **RIGHT TO AUDIT RECORDS**

In the performance of this Contract, the Contractor shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Contractor for a period of five (5) years after termination of the Contract. All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

15. **PUBLIC RECORDS ACCESS**

- (a) Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the County to perform the services under this Contract.
- (b) This Contract may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- (c) If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the County. If the County does not possess the requested records, the shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10, F.S
  - ii. Upon request from the County's custodian of public records, Contractor shall provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County

- iv. Upon completion of the Contract, Contractor shall transfer, at no cost to County, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services under this Contract. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

**(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS by telephone at (321) 633-2071, or by email at [publicrecordsrequest@Brevardfl.gov](mailto:publicrecordsrequest@Brevardfl.gov), or at the mailing address below:**

**2725 Judge Fran Jamieson Way, Viera, FL 32940**

16. **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

17. **UNAUTHORIZED ALIEN WORKERS**

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

18. **SCRUTINIZED COMPANIES**

- (a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- (b) If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

engaged with business operations in Cuba or Syria during the term of this Contract.

- (c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

19. **Employment Eligibility Verification (E-Verify)**

(a) The Contractor:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
- ii. shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- iii. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program.

- (b) Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- (c) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.
- (d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

20. **ATTORNEY'S FEES**

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

21. **GOVERNING LAW**

This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

22. **COMPLIANCE WITH STATUTES**

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

23. **VENUE**

Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

24. **ASSIGNMENTS**

Contractor shall not assign any portion of this Contract without the written permission of the County.

25. **SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is for any reason held invalid, unconstitutional or unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

26. **CONSTRUCTION OF CONTRACT**

The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.



IN WITNESS WHEREOF, the County and Contractor have caused this Contract to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Contract below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
Kristine Isnardi, Chair      Date

As approved by the Board on: \_\_\_\_\_

Reviewed for legal form and content:

\_\_\_\_\_  
Christine Valliere, Assistant County  
Attorney

CONTRACTOR

\_\_\_\_\_  
[TYPE NAME, POSITION, DATE]