



REQUEST FOR PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Village of Palmetto Bay - Lobbyist Services

RFP NO.:

2023-00-010

DUE DATE:

Monday, October 30th, 2023 at 10:00 a.m. (Municipal Building)

ISSUED:

Thursday, September 28th, 2023

CONTACT PERSON:

Alessia Bencomo
Finance Department
Procurement Specialist
Procurement Division
abencomo@palmettobay-fl.gov

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4 -5
SECTION 3.0 TERMS AND CONDITIONS	6 – 9
SECTION 4.0 SCOPE OF SERVICES	10 - 12
SECTION 5.0 EVALUATION AND CONTENT OF PROPOSALS	13 – 16
SECTION 6.0 REQUIRED PROPOSAL SUBMITTAL FORMS	17 – 28
SECTION 7.0 OTHER FORMS	29
SECTION 8.0 CONTRACT	30 - 41
PROPOSAL SHEET	42

SECTION 1.0: Advertisement



Village of Palmetto Bay REQUEST FOR PROPOSAL (RFP)

Village of Palmetto Bay – Lobbyist Services

No. 2023-00-010

The Village of Palmetto Bay is seeking a Lobbyist that will provide, at the direction of the Village Manager, lobbying services to the Village of Palmetto Bay. The Lobbyist shall assist the Village in preparing its annual legislative priorities and plan; advise, counsel, and represent the Village in legislative matters, further the Village's legislative priorities and may be called upon to pursue funding for municipal projects at the county, state and federal levels of government.

The Village will accept proposals from individuals, law firms, and companies that engage in lobbying services, collectively referred to as "Proposer" and or "Lobbyist".

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 10:00 a.m. on or before Monday, October 30th, 2023**, at which they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids and RFPs on **Thursday, September 28th, 2023**. Please submit one USB containing a copy of the entire original submission in one (1) sealed package titled "**Village of Palmetto Bay - Lobbyist Services RFP# 2023-00-010**". The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Alessia Bencomo at abencomo@palmettobay-fl.gov or 305-259-1234.

The Village reserves the right to reject any and all Proposals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Proposers can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at abencomo@palmettobay-fl.gov.

Section 2.0:

Introduction

About the Village of Palmetto Bay

The Village of Palmetto Bay is a vibrant community of more than 24,000 residents who enjoy beautiful surroundings and a family-oriented atmosphere. Situated on the shores of Biscayne Bay, Palmetto Bay offers quick access to unique recreational opportunities and amazing bay vistas. Additionally, the Village is home to excellent public schools, and it is also home to a wide range of exceptional private primary and secondary educational institutions.

Palmetto Bay was incorporated on September 10, 2002. Our Village is confident in its growing role as a first-choice community for raising families and building businesses. With its unique blend of rural, old Florida charm, and an urban sophistication, this fast-growing village has established an enviable balance between quality living and quality growth. That balance is carefully maintained through long-term planning and fiscal responsibility, community involvement, responsible leadership, respect for the environment and strong public and private support for business development. Palmetto Bay reflects the best of South Florida's past, present and future!

Village residents enjoy the benefits of an extensive park system composed of five Village parks and two county facilities. Our parks offer recreational opportunities ranging from active to passive with an array of programs and activities, and even a neighborhood library. The commercial corridor along South Dixie Highway is easily and quickly accessible from any location within Village limits. Restaurants, retail services, and shopping venues - from major chains to family-owned enterprises are among the Village's commercial base.

Palmetto Bay has rightfully become a leader in many facets of community building. The Village has succeeded in building community character by creating a distinct community identity by designing and installing its own unique street signs, completing many traffic and beautification projects, improving customer service, building a solid policing unit, expanding the channels of communications with our residents through social media, a comprehensive website and livestreaming, and improving our Village park facilities and recreational events and programs to the extent that Palmetto Bay is now known as "Village of Parks." Palmetto Bay has also led the way in green initiatives, building the first county-wide LEED-certified park building at Coral Reef Park, followed by the very first Platinum LEED-certified Village Hall in Florida!

Village Boundaries

The Village of Palmetto Bay boundaries extend from the centerline of SW 136 Street, South to the centerline of SW 184 Street: expanding West to the centerline of South Dixie Highway, including the center "commercial island," and east to Biscayne Bay.

2.01

Estimated Schedule

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Thursday, September 28 th , 2023	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Thursday, October 19 th , 2023	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m. EST
Proposal Submission Date	Monday, October 30 th , 2023	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	10:00a.m. EST

2.02

Contract Award

A. Proposal Retention and Award

The Village reserves the right to waive non- substantial irregularities in any Proposal, to reject any or all Proposals, to reject or delete one part of the Proposal and accept the other, except to the extent that Proposals are qualified by specific limitations.

B. Contract Requirement.

The Proposer to whom award is made shall execute a written contract with the Village after notice of the award. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Alessia Bencomo
Procurement Specialist
Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Thursday, October 19th, 2023, at 3:00 p.m.

3.03 Addenda to RFP

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for Proposal purposes. The Department will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the Proposal is submitted. The Proposer *shall acknowledge receipt of any addenda by indicating same in their proposal submission*. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.04 Proposal Withdrawal and Opening

A Proposer may withdraw its Proposal, without prejudice prior to the time specified for the Proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the Proposal will be returned unopened. A Proposer who withdraws a Proposal prior to the designated date and time may still submit another

Proposal if done in accordance within the proper time frame. All proposals will be opened and declared publicly.

3.05 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, Proposal, or proposal procedure;
- Reject any or all Proposals
- Reissue an RFP;
- Prior to submission deadline to modify all or any portion of the selection procedures to include examiners, committees, deadlines for accepting Proposals, or services to be provided;
- Proposals received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any future waiver by the Village to recognize or act on account of any failure to observe any provision of this RFP.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the Village Council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeld=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth. Communication between a potential Proposer and the Procurement Specialist named above is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by Proposer prior to the execution of a Contract, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services.

3.10 Certification

A Proposer must declare by signing all the required forms included under Section 6.0:

1. Non-Collusive Affidavit
2. Sworn Statement on Public Entity Crimes
3. Disability Nondiscrimination Statement
4. Business Entity Affidavit
5. Ownership Disclosure Affidavit
6. Anti-Kickback Affidavit
7. Statement of Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village. Personal financial statements are exempt from public records and will be confidential.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Proposal is awarded.

3.13 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.14 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of a Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.15 Property of the Village

All documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.16 Litigation

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered, in which the Proposer has been involved in within the last three (3) years.

3.17 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred at both Trial and Appellate levels. The Proposer expressly understands and agrees that any insurance protection required by the Contract or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents, and instrumentalities. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation. The Village does not waive its rights under Section 786.28, Florida Statutes.

3.18 Protests, Appeals and Disputes

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.19 Force Majeure

The performance of any act by the Village or Propose may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due to Company for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Contract.

SECTION 4.0: Scope of Services

4.01 General

Scope of Services:

The Village of Palmetto Bay is seeking a Lobbyist that will provide, at the direction of the Village Manager, lobbying services to the Village of Palmetto Bay. The Lobbyist shall assist the Village in preparing its annual legislative priorities and plan; advise, counsel, and represent the Village in legislative matters; further the Village's legislative priorities and may be called upon to pursue funding for municipal projects at the county, state and federal levels of government.

The selected Lobbyist shall be contracted on an as needed/as required basis and shall bill and be paid an all-inclusive lump sum fee by initiative or on an hourly rate as agreed. The fee shall be inclusive of all required travel expenses. The Village has budgeted up to \$50,000 for FY2023-2024.

All Proposers are advised that the Village intends that all legislative agenda, priorities, actions, and needs of the Village shall take precedence over any other obligations of the Proposer. The Village expects that the successful Proposer shall refrain from undertaking any representation of other parties concerning any legislative matter whose interests are adverse to the interests of the Village. The Village reserves the right to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.

The Village requires that the successful Lobbyist must have demonstrated skills to effectively advocate on behalf of the Village and have, as well as a commitment to maintain a reputation that will advance the recognition of the Village as a fiscally responsible municipality that prides itself on its level of services to residents and is known as the "Village of Parks".

The Proposer should have at least five years of recent experience in providing legislative and intergovernmental services or other related experience before legislative and executive branches of government within the state of Florida.

The Lobbyist shall comply with all applicable Florida Statutes regarding Lobbyist registration, reporting and related activities including but not limited to obtaining any and all required licenses, permits, certificates of registration, or other approvals necessary or required by law or necessary to provide the services requested.

The successful Lobbyist must have the staff support and administrative resources to comply with all applicable laws, rules, regulations, ordinances, and policies of the State of Florida and any rules of the Florida Legislature.

The Lobbyist shall submit an annual report of accomplishments to the Village Manager for use in determining the cost effectiveness of lobbying efforts. The Village Manager may request a legislative session wrap-up presentation to the Village Council at a public meeting.

Professional services to be provided by the Lobbyist will include, but not limited to analysis, advice, advocacy, facilitation and monitoring as outlines in the following statement of work:

Analysis, Advice and Advocacy

- Identify, review, and analyze all relevant state legislative bills, resolutions, ballot issues, and any legislative matter pertaining to the Legislative Sessions in a timely manner to assist the Village in determining its policy positions.
- Regularly communicate with key legislative committee chairs, members, and staff to inform them of Palmetto Bay's interests and learn about potential legislative developments before they occur.
- Track progress of pertinent legislation regarding subject areas that include: (1) State financial and budget issues that have a potential impact on Village of Palmetto Bay's government operations and finances, (2) State funding and grant opportunities, (3) planning, zoning and land use issues, (4) State-local taxation issues that could affect the Village financially, (5) general government, and (6) Village public official responsibilities, powers and duties.
- Communicate on a regular basis with the Village concerning the status, prospects, movement, opposition, support, etc., of pertinent legislation or proposed regulations. Upon request of the Village Manager, coordinate and participate in scheduled conference calls or meetings with officials and employees of the Village to provide updates on contacts and advocacy efforts made on behalf of the Village. The successful Lobbyist will be available for consultation on a regular basis as requested.
- Provide advice and recommendations and assist with the development of support materials including, but not limited to, correspondence, briefing papers, talking points, written summaries, and materials necessary to develop and implement timely and efficient processes to forecast, screen, review, analyze and respond to legislative matters.
- Represent and advocate, as designated, the Village's position on legislative matters to elected members of the Florida Legislature, state organizations (FDOT, FDC, FDEP, etc.), policymakers, legislative support staff, other lobbyists,

the Governor and staff, other municipal leaders, Florida League of Cities (FLC), or any other designated entity engaging in efforts that may impact the operations or success of the Village of Palmetto Bay.

- The Village's priorities include funding for infrastructure and park improvements; notably, the Village's Veterans' Park.
- Identify and assist the Village in pursuing state and federal programs offering discretionary grant funds.

Facilitation

- As needed, the successful Lobbyist, on behalf of the Village, shall arrange meetings and meet with Florida state executive officials, legislative officials, and other parties to convey, advocate for, and engage in lobbying for the interests of the Village. While in Tallahassee, provide logistical support to the Village representatives.
- When appropriate to advance the Village's interests, the Lobbyist shall coordinate the attendance of elected officers, appointed officers, or employees of the Village at the meetings at the County and/or State level. Organize and schedule visits and testimony by the Village Manager and staff, the Mayor and Council, or Village Attorney when in the best interest of Palmetto Bay and attend and testify before the legislature, committees, governor, or cabinet, as appropriate.
- Recommend development of appropriate coalitions and participation in joint association with other municipalities on common interests and of benefit to the Village of Palmetto Bay and attend key regional meetings of municipalities as needed.

Monitoring

- The successful Lobbyist will monitor the status of any pertinent bills and any key studies being conducted by executive officials, legislative officials, or other state employees concerning any proposed action that may impact the Village of Palmetto Bay.
- The Lobbyist shall monitor the progress of the state budget to determine the potential and final fiscal impacts of the state budget on the Village.
- The Lobbyist shall monitor gubernatorial vetoes and special sessions of the Florida Legislature to determine their impact on the Village.

SECTION 5.0

5.01 Evaluation and Content of Proposals

Submittal Requirements

Each Proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Promotional materials are not required. The emphasis in each proposal shall be on completeness and clarity of content. Consistent with the Village's commitment to environmental stewardship, all Proposals shall be in electronic format: one PDF provided on a USB in a sealed envelope with the Proposer's name and the RFP number and title.

To expedite the evaluation of Proposals, it is essential that Proposers follow the format and instructions contained herein.

Proposers must organize their proposals in the following sequential format with title pages separating each section:

1. Introduction Letter

- Name and business address of the entity(s) or individual(s) that will be the party to the proposed contract and the Proposer's business telephone number, and e-mail address.
- Number of years that Proposer has served as a lobbyist and include former firm names and year established (if applicable).
- Type of ownership (sole proprietorship, partnership, corporation, joint venture, or limited liability company and list any state in which incorporated) and parent company, if any.
- Disclose whether the proposing entity(s), or any shareholder, member, partner, or officer or employee thereof, is presently a party to any pending litigation or has received notice of any threatened litigation or claim; provided, however, that Proposer need not disclose minor traffic matters.
- Proposals and introduction letter shall be signed by a person with actual authority to bind the Proposer. If it is made by a partnership, it shall be signed with the partnership name and by a general partner and the full name and address of the general partner shall be given.

2. Proposer Qualification & Expertise

- Describe the nature and scope of the Proposer's experience in providing the services described in the Scope of Work.
- Provide registration, certificates and other information related to adherence with Florida Lobbyist Requirements.
- Explanation of any exceptions to this RFP requested by the Proposer. If exceptions are requested, cite the activity involved, the exception taken, and alternate language. If no exceptions are requested, please state so.
- Complete in the following outline format a summary of Proposer's expertise. The same reference may be listed for more than one area of expertise, if applicable. The Village reserves the right to contact Proposer's references, including references not provided by the Proposer.

The format that must be used is shown below:

Area of Expertise	Description <i>(Provide a brief summary of the work performed and final outcome)</i>	Reference <i>(Include name of entity, contact person's name, address, phone number and email)</i>
Land Use and Zoning		
Home Rule Authority		
Transportation/Transit Initiatives		
State Budget/Appropriations		
Public Safety		
Environmental Initiatives		
Election Laws		

Introduction of Legislation		
-----------------------------	--	--

3. Fee Proposal

The Proposer shall provide a proposed rate of compensation, marked as “Fee Proposal”, detailing a comprehensive fee schedule that designates the all-inclusive total flat rate of compensation for a twelve-month term. If the Village determines it to be advantageous, it may extend the term of contract for up to two (2) one-year periods. It is expressly understood and agreed that the obligation of the Village to make payments to the successful Proposer shall only extend to monies appropriated annually by the Village Council and encumbered for the purposes of the approved Agreement.

4. Preparation of Proposals:

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

One (1) sealed envelope which includes: One (1) USB of your submittal no later than 10:00 a.m. EST October 30th, 2023.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer's failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive.

Proposal Evaluations and Ranking

The Evaluation Committee will evaluate and rank the Proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Criteria	Points
Experience, expertise and knowledge of legislative process	20
Experience representing cities and/or counties in Florida	10
References indicating ability to work effectively with legislators from both political parties	20
Familiarity with Miami-Dade County legislative delegation	10
Familiarity with the Village of Palmetto Bay	20
Record of no legal/regulatory violations; ability to represent Palmetto Bay on a broad range of issues without significant conflicts of interest	10
Fee Proposal	10
Total Points	100

END OF SECTION

SECTION 6.0: Required Proposal Submittal Forms

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Proposer or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length

agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose _____ business _____ address
is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state: That the above named Proposer is in compliance with and agreed to continue to comply with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes;
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposal. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this Proposal, if Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the services for which the Proposal is submitted and may be further disqualified from submitting any future proposals or proposals for services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer" as used herein, include any person or entity making a proposal to the Village for services to Village.

I, _____ being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Proposer

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay – Lobbyist Services
RFP No. 2023-00-010 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced RFP as a result of your Proposal of: _____ Dollars (\$ _____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval.

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:
Attachment(s)

SECTION 8.0: Exhibits

DRAFT Contract for: Village of Palmetto Bay – Lobbyist Services

Between the Village of Palmetto Bay, Florida and _____

THIS Contract is made and entered into as of the _____ day of _____, 20____, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____ (the "Lobbyist") and jointly referred to as the "Parties".

WHEREAS, the Village advertised a Request for Proposal ("RFP") on September 28th, 2023, for the Village of Palmetto Bay – Lobbyist Services (the "Project"); and

WHEREAS, the Lobbyist submitted a Proposal dated October 30th, 2023, in response to the RFP# 2023-00-010; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the RFP _____ and agreed to enter into a Contract to perform the work described in the RFP and the Proposal submitted in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term
5. Contract Price
6. Notices
7. Termination
8. Indemnification
9. Insurance
10. Modifications/Amendments

11. Governing Law
12. Waiver
13. Assignment
14. Prohibition Against Contingency Fees
15. Conflict of Interest
16. Entire Agreement
17. Captions and Paragraph Headings
18. Joint Participation
19. Counterparts
20. Preservation of Village Property
21. Immigration Act of 1986
22. Company Non-Discrimination
23. Federal and State Tax
24. Public Records
25. Severability
26. E-Verify

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. Exhibit (i)
- C. Exhibit (ii)

Article 2. Scope of Work

The Village of Palmetto Bay is seeking a Lobbyist, in accordance with the highest legal, ethical, and professional standards, will provide at the direction of the Village Manager, lobbying services to the Village of Palmetto Bay. The Lobbyist shall assist the Village in preparing its annual legislative priorities and plan; advise, counsel, and represent the Village in legislative matters; further the Village's legislative priorities and may be called upon to pursue funding for municipal projects at the county, state and federal levels of government.

The selected Lobbyist shall be contracted on an as needed/as required basis and shall bill and be paid an all-inclusive lump sum fee by initiative or on an hourly rate in accordance with an agreed upon Pricing Sheet. Fee shall be inclusive of all required travel expenses. The Village has budgeted up to Fifty Thousand Dollars (\$50,000.00) for FY 2023-2024.

All Lobbyists are advised that the Village intends that all legislative agenda, priorities, actions, and needs of the Village shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Proposer. The Village expects that the successful Proposer shall refrain from undertaking any representation of other parties concerning any legislative matter whose interests are adverse to the interests of the Village. The Village reserves the right to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.

The Village requires that the successful Lobbyist must have demonstrated skills to effectively advocate on behalf of the Village and have, as well as a commitment to maintain a reputation that will advance the recognition of the Village as a fiscally responsible municipality that prides itself on its level of services to residents and is known as the "Village of Parks".

The Lobbyist should have at least five years of recent experience in providing legislative and intergovernmental services or other related experience before legislative and executive branches of government within the state of Florida.

The Lobbyist shall comply with all applicable Florida Statutes regarding Lobbyist registration, reporting and related activities including but not limited to obtaining any and all required licenses, permits, certificates of registration, or other approvals necessary or required by law or necessary to provide the services requested.

The successful Lobbyist must have the staff support and administrative resources to comply with all applicable laws, rules, regulations, ordinances, and policies of the State of Florida and any rules of the Florida Legislature.

The Lobbyist shall submit an annual report of accomplishments to the Village Manager for use in determining the cost effectiveness of lobbying efforts. The Village Manager may request a legislative session wrap-up presentation to the Village Council at a public meeting.

Professional services to be provided by the Lobbyist will include, but not limited to analysis, advice, advocacy, facilitation and monitoring as outlines in the following statement of work:

Analysis, Advice and Advocacy

- Identify, review, and analyze all relevant state legislative bills, resolutions, ballot issues, ballot questions, journals, votes, fiscal notes, and all relevant discourse pertaining to the Legislative Sessions of the Legislature of the State of Florida in a timely manner to assist the Village in determining its policy positions. This work effort includes detecting introduction of pertinent legislation and regulations that may affect the Village of Palmetto Bay.
- Regularly communicate with key legislative committee chairs, members, and staff to inform them of Palmetto Bay's interests and learn about potential legislative developments before they occur.
- Track progress of pertinent legislation that has been introduced. The primary state subject areas include: (1) State financial and budget issues that have a potential impact on Village of Palmetto Bay's government operations and finances, (2) State funding and grant opportunities, (3) planning, zoning and land use issues, (4) State-local taxation issues that could affect the Village financially, (5) general government, and (6) Village public official responsibilities, powers and duties.
- Communicate on a regular basis with the Village concerning the status, prospects, movement, opposition, support, etc., of pertinent legislation or proposed regulations. Upon request of the Village Manager, coordinate and participate in scheduled conference calls or meetings with officials and employees of the Village to provide updates on contacts and advocacy efforts made on behalf of the Village. The successful Lobbyist will be available for such consultation on a regular basis as requested, and in accordance with the ebb and flow of legislative work over the course of the Legislative Sessions.
- Provide advice and recommendations and assist with the development of support materials including, but not limited to, correspondence,

briefing papers, talking points, written summaries, and materials necessary to develop and implement timely and efficient processes to forecast, screen, review, analyze and respond to legislative matters.

- Represent and advocate, as designated, the Village's position on legislative matters to elected members of the Florida Legislature, state organizations (FDOT, FDC, FDEP, etc.), policymakers, legislative support staff, other lobbyists, the Governor and staff, other municipal leaders, Florida League of Cities (FLC), or any other designated entity engaging in efforts that may impact the operations or success of the Village of Palmetto Bay.
- The Village's priorities include funding for infrastructure and park improvements; notably, the Village's Veterans' Park.
- Identify and assist the Village in pursuing state and federal programs offering discretionary grant funds.

Facilitation

- As needed, the successful Lobbyist, on behalf of the Village, shall arrange meetings and meet with Florida state executive officials, legislative officials, and other parties to convey, advocate for, and engage in lobbying for the interests of the Village.
- When appropriate to advance the Village's interests, the Lobbyist shall coordinate the attendance of elected officers, appointed officers, or employees of the Village at the meetings at the County and/or State level. Organize and schedule visits and testimony by the Village Manager and staff, the Mayor and Council, or Village Attorney when in the best interest of Palmetto Bay.
- Recommend development of appropriate coalitions and participation in joint association with other municipalities on common interests and of benefit to the Village of Palmetto Bay. Attend key regional meetings of municipalities as needed.

Monitoring

- The successful Lobbyist will monitor the status of any pertinent rollover bills and any key studies being conducted by executive officials, legislative officials, or other state employees concerning any proposed action that may impact the Village of Palmetto Bay.

- The Lobbyist shall monitor the progress of the state budget to determine the potential and final fiscal impacts of the state budget on the Village.
- The Lobbyist shall monitor gubernatorial vetoes and special sessions of the Florida Legislature to determine their impact on the Village.

Article 6. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery or by Federal Express addressed to the Parties at the following address:

Village:

Lobbyist:

Nick Marano
Village Manager

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Article 7. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Lobbyist of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Lobbyist of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Lobbyist of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

Article 8. Indemnification

- A. The Lobbyist shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Lobbyist or its employees, agents, servants, partners, principals or sub-contractors.
- B. The Lobbyist shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village in all, and shall pay all costs, judgments, and attorney's fees which may issue to the

extent caused by negligence, reckless or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. The expressly understands and agrees that any insurance protection required by this Contract or otherwise provided shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.

- C. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Lobbyist agrees that in the event this Contract is terminated for the Village's breach, the damages that the Lobbyist may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 9. Modification-Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 10. Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 11. Waiver

The failure of either Party 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 constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 13. Prohibition Against Contingent Fees

The Lobbyist warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 14. Conflict of Interest

The Lobbyist agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 15. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 16. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 17. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 18. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 19. Immigration Act of 1986

The Lobbyist warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 20. Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Lobbyist agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 21. Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 24. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The Lobbyist

shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law.

Article 25. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

Nick Marano, Village Manager

Lobbyist

(Name and Title)

Attest:

Village Clerk
Missy Arocha

APPROVED AS TO FORM

Village Attorney
John C. Dellagloria

PROPOSAL SHEET

RFP# 2023-00-010

Village of Palmetto Bay - Lobbyist Services

1. Proposal Amount: _____

for:

The Village of Palmetto Bay – Lobbyist Services

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

Name: (Please Print)

Offeror Signature Title: Date: