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CMGR-250016-DH-RFP  
STATE LEGISLATURE LOBBYIST FIRM

RELEASE DATE: July 3, 2024  
RESPONSE DEADLINE: August 6, 2024, 3:00 pm  
Please refer to the project timeline in this document for all important deadlines.

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A - Draft Contract

# 1. INTRODUCTION

## 1.1. Summary

It is the intent of the City of Gainesville (“the City”) to obtain proposals for State legislative lobbying and advocacy firm to provide professional legislative consulting and lobbying services to the City General Government. This includes but is not limited to scheduled, extended, and special State legislative sessions and anytime throughout the year, deemed necessary by the city.

## 1.2. Background

Gainesville is the largest city and the county seat of Alachua County. It serves as the cultural, educational and commercial center for the North Central Florida region.

The City provides a full range of municipal services, including police and fire protection; comprehensive land use planning and zoning services; code enforcement and neighborhood improvement; streets and drainage construction and maintenance; traffic engineering services; refuse and recycling services through a franchised operator; recreation and parks; cultural and nature services; and necessary administrative services to support these activities. Additionally, the city owns a [regional transit system](#), a [municipal airport](#), a 72-par championship golf course and a [utility](#).

Gainesville is home to Florida's largest and oldest university, and is one of the State’s centers for education, medicine, cultural events and athletics. The University of Florida and UF Health Hospital at UF are the leading employers in Gainesville and provide jobs for many residents of surrounding counties. Known for its preservation of historic buildings and the beauty of its natural surroundings, Gainesville's numerous parks, museums and lakes provide entertainment to thousands of visitors. Because of its beautiful landscape and urban "forest," Gainesville is one of the most attractive cities in Florida.

The City has a Council/Manager form of government, where the Mayor and City Commission make policy decisions, and the City Manager implements them for General Government. The Commission appoints the City Manager, who serves as the administrative head of Gainesville's general government. The City Manager oversees all departments, except those directed by other charter officers, and is responsible for enforcing city laws, ordinances, and policies. The City Manager's Office manages all general government programs and services.

The City of Gainesville Procurement Division is issuing and facilitating this solicitation on behalf of the GG\_City Manager: Government Affairs & Community Relations

## 1.3. Procurement Representative

Diane Holder  
Interim Procurement and Contracts Manager  
[holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org)

## 1.4. Timeline

RFP Available for Distribution:	July 3, 2024
Deadline for Receipt of Questions:	July 23, 2024, 3:00pm
Question Response Deadline:	July 30, 2024, 3:00pm
Deadline for Uploading of Proposals:	August 6, 2024, 3:00pm
Oral Presentations, if needed:	August 26, 2024

## 2. DEFINITION OF TERMS

### 2.1. DEFINITION OF TERMS

- A. Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- B. Agreement: A written Contract between two or more Parties. “Contract” and “Agreement” are synonymous.
- C. Bid: The written response to a Solicitation.
- D. CITY: City of Gainesville
- E. Cone of Silence: The period between the issue date of the solicitation and the time CITY Officials and Employees award the contract.
- F. Due Date: The date the response is due.
- G. Lobbying: When any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by CITY officials and employees, except as authorized by procurement documents.
- H. Non-Responsive: A response that does not meet the material requirements of the solicitation.
- I. Redacted: means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
- J. Respondent: An individual or business entity that submits a response to a Solicitation.
- K. Response: A written document submitted by a Respondent in reply to Solicitation.
- L. Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- M. Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid (ITB), Request for Proposal (RFP), Request for Quotation Quote), Invitation to Negotiate (ITN) or Request for Statement of Qualifications (RFSQ).
- N. Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.
- O. Unredacted: means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.

### 3. SCOPE OF WORK/SPECIFICATIONS

#### 3.1. MINIMUM QUALIFICATIONS

- A. A minimum of ten (10) years providing professional legislative consulting and lobbying services including five (5) years providing such services to local government(s).
- B. Each person engaged in lobbying services on behalf of the City of Gainesville must be registered as a legislative and executive lobbyist with the State of Florida.
- C. No current litigation pending between the bidder and the CITY.
- D. Bidder has paid all debts owed to the CITY.
- E. Bidder possesses all required licenses.

#### 3.2. SCOPE OF WORK

##### **STATE LEGISLATIVE PROGRAM: 2024-2026 SCOPE OF SERVICES**

CONTRACTOR shall perform the services described below.

##### **STATE LEGISLATIVE PROGRAM**

Develop and maintain a State Legislative program for the City of Gainesville that includes consultation, advocacy, communications, and logistical services beginning October 1, 2025.

##### **CONSULTATION**

1. Identify state grant funding opportunities and report all and any findings to the City's Government Affairs & Community Relations on the 15<sup>th</sup> and 30<sup>th</sup> of each month.
2. Provide the City's Government Affairs & Community Relations with agency meetings, letters of support, or other recommendations to enhance the City's efforts in the competitive state grant proposal process.
3. Continually screen all existing and proposed state policies/programs, legislation, and political/policy trends identifying those issues that may affect the City, and immediately inform the City's Government Affairs & Community Relations via phone calls, emails, or other communications as to the above.
4. Review the legislative and State agency policy statements adopted by the Florida League of Cities, and other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
5. Monitor and track litigation, administrative hearings/proceedings, rule challenges, and other regulatory issues that may impact the City.
6. Coordinate with the City's Government Affairs & Community Relations to develop the City's annual state legislative program.
7. Upon request, coordinate and attend appointments and meetings between designated representatives of the City, or other City staff and appropriate state officials and/or Local Legislative Delegation members.
8. Collaborate information and strategic guidance with the City's federal lobbying firm, upon request, in circumstances pertaining to assistance with federal-state programs that benefit the City.
9. Provide analysis and recommendations in finance/taxes, appropriations process, regulation, growth management, planning, and any and all other legislative subject matters as directed by the City or may come to the attention of the Firm.

10. Actively seek opportunities to enhance the City's legislative priorities; provide options as to legislative strategies when necessary.

### **ADVOCACY**

1. Attend Legislative sessions, committee hearings and meetings; attending agency hearings and meetings; providing high-level consultation for and assisting with the identification of state grant funding opportunities; and providing appropriate status reports on all issues/activities including, but not limited to, economic development agencies and workforce development, as necessary, on matters assigned by the City Manager.
2. Participate in state organization lobbying efforts and campaigns when priority concerns of Gainesville are at stake.
3. Maximize relationships with the Governor's Office, Local Legislative Delegation, state agency departments, other key members of the House of Representatives, Senate, Committee Chairs, and professional Committee staff.
4. Facilitate briefings and lobbying/advocacy strategies for the City's concerns with its Local Legislative Delegation (vote counts, delegation letters in support of the City's grants and projects, distribution of organizational letters of support to Appropriations (Sub)Chairs, and orchestrated calls to executive agencies in support of appropriations and grants).
5. Maximize the City's membership in Florida-based interest groups and associations, such as the Florida League of Cities, so the City's priorities and positions are clearly understood, reinforced, and advanced within state organization agendas.
6. Develop and evaluate strategy for the support, defeat, or amendment of pending state legislation or agency policy initiatives.
7. Appear and testify before legislative committees and state agencies, in order to promote and seek passage of legislation or agency policies affecting in accordance with the City's program(s).
8. Obtain sponsors/co-sponsors for the City's priority legislation and work diligently to attain the passage of the City's proposals.
9. Submit information to State, regional agencies and other government bodies, as necessary, on behalf of the City's legislative priorities.

### **COMMUNICATIONS**

#### ***When the Florida Legislature is in Session:***

1. Maintain regular weekly contact with the City's Government Affairs & Community Relations via email, conference calls, video conference, or other communications on day-to-day activity.
2. Directly notify the City Manager and other City staff as directed, on information that may impose critical deadlines and impact the City.
3. Requests from the City will be addressed within a set time period not to exceed 24 hours in order to meet critical deadlines.
4. Participate in conference calls, with the Mayor, City Commissioners, City Manager, department directors or other designated City employees, as scheduled.
5. Email weekly written reports in memo format on the status of legislation and state policy issues of concern to the City's Government Affairs & Community Relations. These memo reports shall include briefings and information bulletins pertinent to any legislation, rules, regulations, and state policies or programs that affect the City and its citizens, either directly or indirectly.
6. Provide a detailed final report on specific legislation or policies affecting the City. The report shall be provided within a reasonable time period, not to exceed 30 days, after the close of each Legislative session.

***When the Florida Legislature is out of Session:***

1. Provide monthly briefing calls on a schedule determined in consultation with the City's Government Affairs & Community Relations.
2. Provide a minimum of three comprehensive briefing sessions annually - 2 in-person and 1 virtual. More frequent reports will be provided on demand, when necessary; and interim written reports providing an overview on state actions taken and a decision memorandum on those issues requiring immediate action.
3. Upon request by the City's Government Affairs & Community Relations, and within a specifically requested determined timeframe, provide information and professional guidance on any state programs and legislation of most concern to Gainesville, including available impact analyses. These findings are especially intended to provide Gainesville-specific information, well beyond that available to the City through general or state newsletters. Such information is further intended to provide information that the City can utilize for maximizing rational short-term grant, program planning, and development purposes.
4. Provide targeted information on state policy and regulatory actions of the state government, which may directly affect Gainesville, including potential plans on the Governor's administration and executive agencies for new grant competitions or programs.
5. Inform the City's Government Affairs & Community Relations, in a timely immediate manner, of potential conflicts that arise between your representation of the City of Gainesville and any other individual or organization centered around an item on the City of Gainesville's legislative priorities.

**LOGISTICAL SUPPORT**

Provide the City, the Mayor, City Manager, Commissioners, and Government & Community Relations with logistical support in Tallahassee or at state organization sessions involving critical state-local issues, by coordinating and scheduling strategic appointments or negotiation sessions. This includes attending certain state legislative, agency, or gubernatorial meetings upon request.



## 4. TERMS AND CONDITIONS OF SOLICITATION

### 4.1. SUBMITTING QUESTIONS AND RECEIVING RESPONSES

Respondents must submit all inquiries regarding this bid via the City Procurement Portal ("eProcurement Portal") at <https://procurement.opengov.com/portal/CityofGainesville>. Please note the deadline for submitting questions. All answers to questions will be posted in the eProcurement Portal. To receive notifications when answers are posted, respondents should select "Follow" on the bid title. It is the respondent's responsibility to monitor the website for answers to inquiries.

### 4.2. PRE-PROPOSAL MEETING

Attendance at the pre-proposal meeting is strongly recommended as it provides an opportunity to discuss the project's scope of work, procedures, and specifications directly with the Project Manager. This meeting is the only time during the bid process when bidders can ask questions directly.

If special accommodations are required to attend a pre-proposal meeting or bid opening, please contact the Procurement Representative at least 72 hours in advance.

### 4.3. PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all respondents, the CITY prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. Diane Holder, [holderds@cityofgainesville.org](mailto:holderds@cityofgainesville.org). Additionally, the CITY prohibits communication initiated by a respondent to any CITY official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made. Any communication between proposer and the CITY required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. Any communications initiated between the respondent and the CITY outside these parameters may be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal.

Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by the CITY officials and employees, except as authorized by procurement documents.

### 4.4. CONE OF SILENCE

During the Cone of Silence, except as pursuant to an authorized appeal, no person may lobby on behalf of a competing party in a particular procurement process, no person may lobby CITY officials or employees except the Procurement Division designated staff. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the solicitation and the time the CITY Officials and Employees award the contract.

## 4.5. DETERMINATION OF RESPONSIBLE BIDDER

As a part of the proposal evaluation process, the CITY reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any respondent who is in arrears to the CITY for any debt, fee, tax, or contract, or who is a defaulter as surety or in any other capacity, upon any obligation to the City. Additionally, any respondent determined to be not responsible by the CITY pursuant to Section 41-522 of the Financial Services Procedures Manual will not be awarded a contract.

Respondent must demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

These criteria assess the respondent's capability to perform.

- A. The ability of the bidder to successfully carry out a proposed contract.
- B. Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.

If it is determined that the respondent is not responsible, the CITY may notify respondent of its finding, including evidence used, and allow respondent the opportunity to come into compliance within three (3) business days of notification.

If selected, respondent must either update or complete CITY's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

## 4.6. RESPONSIVENESS OF PROPOSAL

A responsive proposal is one which follows the requirements of the solicitation, includes all required documentation, is submitted in the format outlined in the solicitation, is of timely submission through the eProcurement Portal, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

Each proposal shall be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation.

## 4.7. EXAMINATION OF SOLICITATION DOCUMENTS

- A. Prior to responding to the Solicitation, Respondents are responsible for the following: (1) examining the Solicitation thoroughly, (2) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (3) studying and carefully correlating Respondent's observations with the Solicitation, and (4) notifying the Procurement Representative of all conflicts, errors or discrepancies in the Solicitation.

- B. Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- C. A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to City of Gainesville Procurement at least within five (5) work days of the solicitation posting date.

#### 4.8. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of this Solicitation are to be directed to the Procurement Representative via the CITY's eProcurement Portal, <https://procurement.opengov.com/portal/cityofgainesville>, unless stated otherwise. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda posted on the City's eProcurement Portal.

Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City of Gainesville Procurement Portal. Respondents shall click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the respondent to check the website for answers to inquiries.

Respondents must create an account on the City's eProcurement Portal to receive notifications. Registered Respondents will be notified of all Addenda posted in the City's eProcurement Portal.

Only questions answered by formal written Addenda will be binding.

- A. Addenda may also be issued to modify the Solicitation as deemed advisable by the Procurement Representative.
- B. Addenda issued before the Solicitation due date and time are considered binding and treated as if they were originally written into the Solicitation. It is the responsibility of the Respondents to ensure they have received, signed, and included all addenda(s) with their submittals.

#### 4.9. RESPONSE PREPARATION

- A. The Respondent's Verification Form must be submitted with the Response. (See Section 8 - Submittal Response Format). If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.
- B. The Respondent's Verification Form must be legibly completed in ink, computer printed, typed or handwritten. (See Section 8 - Submittal Response Format)
- C. A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a

partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.

- D. The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures in ink, computer printed, or typed. (See Section 8 - Submittal Response Format).
- E. Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Verification Form. (See Section 8- Submittal Response Format)
- F. Costs for developing a response to the Solicitation are the sole obligation of the Respondent.

#### 4.10. SOLICITATION RESPONSE

- A. Bids will be received on or before Tuesday, August 6, 2024, 3:00 pm via the City e-Procurement Portal at <https://procurement.opengov.com/portal/cityofgainesville>. The e-Procurement Portal clock is the official clock for determining all deadline dates and times. There will be no responses accepted after the submission deadline above, this includes technical difficulties, there are no exception. The CITY strongly encourages Respondents to submit response well ahead of the deadline. All submitted responses will be sealed and digitally encrypted until after the submission deadline.
- B. A public electronic opening of sealed responses will occur at the time and place indicated in this Solicitation and will be available for inspection upon Notice Of Award or Intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be publicly disclosed on the CITY's eProcurement Portal at the sole discretion of the CITY Procurement Division.
- C. A "No-Bid" Response can be submitted for those who choose not to participate in this Solicitation. This designation can be submitted in CITY's eProcurement Portal:  
<https://procurement.opengov.com/portal/cityofgainesville>

#### 4.11. EXCEPTION TO THE SOLICITATION

Respondents may take exception to any of the terms of this Solicitation unless otherwise stated. Should a respondent take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific to allow the City a meaningful opportunity to evaluate and rank proposals. Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions. The proposals will be evaluated based on the proposals as submitted. The CITY retains the right to accept or reject the exceptions. Where exceptions are rejected, the CITY may request that the respondent furnish the services or goods described herein, or negotiate an acceptable alternative.

#### 4.12. MODIFICATION OR WITHDRAWAL OF A RESPONSE

Modifications to or withdrawal of a respondent's submittal can be made until the Response Submission Deadline (See Section 1.4 – Deadline). Modifications or withdrawals must be documented in the City eProcurement Portal <https://procurement.opengov.com/portal/cityofgainesville> prior to the Response

Submission Deadline (See Section 1.4 – Deadline) in order to be recognized by the CITY. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the CITY adequate time to award the Contract for the services specified in this solicitation.

#### 4.13. COLLUSION

Only one (1) response from any individual, firm, corporation, organization or agency under the same or different name will be considered as a response to this Solicitation. Multiple responses from any individual, firm, corporation, organization or agency under the same or different name may result in rejection of all responses from the Respondent.

- A. Respondent, by signing the Respondent’s Verification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. (See Section X - Submittal Response Format). A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- B. By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any CITY officer or employee to secure favorable treatment with respect to being awarded this Contract.

#### 4.14. TRADE SECRETS OR CONFIDENTIAL AND EXEMPT INFORMATION

Florida’s Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record’s request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida’s Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

A. Identifying Trade Secret or Otherwise Confidential and Exempt Information.

For any records or portions thereof that respondent claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, respondent shall:

1. Upload a pdf version reply of the complete UNREDACTED proposal. Include “UNREDACTED, CONFIDENTIAL” in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the unredacted document should provide a general description of the

information respondent has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

2. The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.
3. Upload a pdf version reply of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.
4. Provide an affidavit or similar type of evidence that describes and supports the basis for Respondent's claim that the information is confidential and exempt from public disclosure, referencing all applicable Florida Statutes

**B. Request for Trade Secret or Otherwise Confidential and Exempt Information.**

1. In the event a public record request is made to view the information which respondent claims is confidential and/or exempt, the City will notify the respondent and give the respondent a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.
2. In the event that the City in its sole discretion finds no basis for respondent's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify respondent in writing of such conclusion and provide respondent a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If respondent fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
3. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by respondent as Trade Secret or otherwise as confidential and exempt, CITY shall notify respondent and respondent shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
4. Respondent hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with respondent's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

**C. How to Designate Trade Secret or Otherwise Confidential and Exempt Information**

If a respondent believes that its reply contains Trade Secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the respondent must provide a redacted copy of the proposal for public access.

D. How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a respondent at the conclusion of the bidding process.

#### 4.15. RIGHT OF REJECTION

The City reserves the right to waive any informality in any Response, to reject any or all Responses in whole or in part, with or without cause, and/or to accept the Response that in its judgment will be in the best interest of the City and its citizens.

#### 4.16. SELECTION, NEGOTIATION, ADDITIONAL INFORMATION

Although the City reserves the right to negotiate with any proposer(s) to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Contractor(s) without further discussion, negotiation, or prior notice. The City may presume that *any proposal is a best-and-final offer*.

#### 4.17. TIE BID

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

## 5. EVALUATION CRITERIA

### 5.1. SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The CITY shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the CITY, and location. The Evaluation process provides a structured means for consideration of all these areas.

### 5.2. TECHNICAL QUALIFICATIONS EVALUATION

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The CITY will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

### 5.3. WRITTEN PROPOSAL EVALUATION

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

### 5.4. PRESENTATION/INTERVIEW EVALUATION

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive



boilerplate, excessive participation by “business development” personnel, and the use of “professional” presenters who will not be involved in the project or future presentations.

## 5.5. OTHER FACTORS

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Small or Service-Disabled Veteran Business and/or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the CITY’s Procurement Policies and Administrative Guidelines.

## 6. PRICE PROPOSAL

Price format shall include a lump sum annual rate for the services described in the Solicitation. Contractor shall provide a monthly invoice and be paid a determined amount agreed to over the term of this agreement. Approved travel costs shall be billed monthly by the Contractor and shall not exceed three (3) percent of the total contract amount.

### ANNUAL RATE FOR LOBBYIST SERVICES

Include a lump sum ANNUAL rate for the services described in the Solicitation.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Provide a lump sum ANNUAL rate for the services described in this Solicitation.	1	Year		
<b>TOTAL</b>					

## 7. REQUIRED SUBMITTAL RESPONSE FORMAT

### 7.1. SUBMITTAL FORMAT

Respond to each of the listed items by uploading your documents in the "File Upload" link below.

Respondent's failure to download and sign all required documents and submit with response may result in disqualification.

- A. **Introduction**: Briefly introduce your firm indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed.
- B. **Project Understanding and Approach**: Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to CITY requests for specific project proposals.
- C. **Proposed Project Staff**: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team. In addition, the firm should identify its total number of professional personnel by discipline and training and further describe the total workload during the project period. Indicate which key personnel the firm would have available to allocate to the project.
- D. **Qualifications**: The response to this solicitation should address each of the Minimum qualifications. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum requirements.
- E. **Business Tax Receipt**: If Local Preference is Requested, a copy of the firm's Business tax receipt and Zoning Compliance Permit should be submitted with the Statement of Qualifications if a local preference is requested.
- F. **Price** format shall include a lump sum annual rate for the services described in the Solicitation. Contractor shall provide a monthly invoice and be paid a determined amount agreed to over the term of this agreement. Approved travel costs shall be billed monthly by the Contractor and shall not exceed three (3) percent of the total contract amount.

## 8. REQUIRED SUBMITTAL RESPONSE DOCUMENTS

### 1. RESPONDENT VERIFICATION\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **60** calendar days from the Solicitation due date. I agree that CITY's terms and conditions herein take precedence over any conflicting terms and conditions submitted for CITY's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

- [RESPONDENT VERIFICATION.pdf](#)

\*Response required

### 2. DRUG-FREE WORKPLACE CERTIFICATION FORM\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

Whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes, preference shall be given to respondents that certify that they have a drug-free workplace.

- [Drug Free Workplace.pdf](#)

\*Response required

### 3. e-VERIFY FORM\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

- [e-Verify Form.pdf](#)

\*Response required

#### 4. PROHIBITION REGARDING FOREIGN COUNTRIES OF CONCERN \*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

In accordance with Section 287.05701(2)(a), F.S. (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

- [Foreign Countries of Concer...](#)

\*Response required

#### 5. REFERENCES\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

- [Respondent References.pdf](#)

\*Response required

#### 6. NO RESPONSE SURVEY

If you are not bidding, please complete and return the attached form so that we may learn from your comments to improve our solicitations.

- [No Response Survey.pdf](#)

## 9. CONTRACT

### 9.1. CONTRACT NEGOTIATIONS

The CITY may award the initial contract on the basis of initial offers received from respondent, without discussions. A draft contract is attached. Therefore, each initial offer should contain the Respondent's best terms from a cost or price and technical standpoint and any changes to the draft contract.

The CITY reserves the right to enter into contract negotiations with the selected Respondent regarding the terms and conditions of the draft contract and technical terms. Price is non-negotiable. If the CITY and the selected Respondent cannot negotiate a successful contract, the CITY may terminate said negotiations and begin negotiations with the next selected Respondent. This process will continue until a contract has been executed or all Respondents have been exhausted. No Respondent shall have any rights against the CITY arising from such negotiations.

### 9.2. CONTRACT AWARD

An Intent to Award, if any, shall be made to the Respondent(s) whose proposal(s) shall be deemed by the CITY to be in the best interest of the CITY. The decision of the CITY of whether to make the award(s) and which proposal is in the best interest of the CITY shall be final.

### 9.3. CONTRACT

The Contract entered into will designate the successful Respondent as the CITY's Contractor. The successful Respondent will be required to execute an agreement with the CITY in substantially the same format as found in the DRAFT.

### 9.4. BID PROTEST

Participants in this solicitation may protest the solicitation specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#)

### 9.5. SOLICITATION POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The CITY may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).

### 9.6. CONTRACT TERM

3 years and 2 one-year extensions

## 10. SELECTION PROCESS

The bidder(s) will be selected from the qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

- A. Evaluators consisting of CITY staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- B. Upon review and evaluation, the CITY may request oral presentations from the top ranked proposers. During the oral presentations, the proposers shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the CITY. Proposers selected for further presentations should provide one (1) electronic copy of materials presented in PDF format.
- C. The final ranking of proposers will be in accordance with the procedures described in the CITY's Professional Services Evaluation Handbook located here: <https://www.gainesvillefl.gov/Government-Pages/Government/Departments/Financial-Services/Do-Business-with-the-City>.
- D. If required, the final ranking of proposers will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked bidder.
- E. Provided that the City Commission approves the ranking and an award, the CITY will negotiate a contract with the top ranked bidder. Should the CITY be unable to negotiate a satisfactory contract with the top ranked proposer, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

## 11. GENERAL INFORMATION

### 11.1. REIMBURSABLES

Should any air travel be required for the performance of the scope of work, the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only - no mark-up. Evidence of these expenditures must be submitted when invoicing the CITY. Travel and administrative costs should be identified in the Price Proposal.

### 11.2. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: [Municiple Code Article X Local Preference Policy](#).

### 11.3. SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.



For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Diversity Business Management System](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equity and Inclusion](#) website.

#### 11.4. LIVING WAGE REQUIREMENTS

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

Section 2-619. – Living Wage Requirements.

A. The following are requirements of each service contractor/subcontractor:

1. A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
2. A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
3. Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the Draft Contract under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
4. A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
5. Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The City's current adjusted Living Wage Rates (Wage with Health Benefits OR Wage without Health Benefits) are available [here](#). The living wage for this contract will be assessed annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

#### 11.5. TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

## **11.6. COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

## **11.7. RULES; REGULATIONS; LICENSING REQUIREMENT**

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **11.8. RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## **11.9. PUBLIC ENTITY CRIME INFORMATION STATEMENT**

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

## **11.10. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting

discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

### 11.11. USE OF SOLICITATION REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

### 11.12. PROHIBITION REGARDING FOREIGN COUNTRIES OF CONCERN

Section 287.138(4)(a), F.S., and subsection (4)(a) states that beginning 1/1/24 a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into a contract with an entity which would give the entity access to an individual's personal identifying information unless the entity provides an affidavit that it does not meet any of the criteria in par. (2)(a)-(c).

### 11.13. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

### 11.14. SPECIALTY FUNDING

No Specialty Funding