

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
LOBBYIST SERVICES**

The City of St. Pete Beach (“City”) is seeking statements of qualifications for the purpose of selecting a lobbyist to provide services representing the City in such matters as, but not limited to, funding for municipal projects and legislative priorities. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this RFQ.

**Advertisement Date:** January 18, 2019

**Due Date:** **February 1, 2019 @ 2:00 p.m.**

**Contact:** Wayne Saunders, City Manager  
155 Corey Avenue  
St. Pete Beach, FL 33706  
[wsaunders@stpetebeach.org](mailto:wsaunders@stpetebeach.org)  
(727) 363-9231

Any qualified individual or firm (“lobbyist”) desiring to provide the required professional lobbyist services must submit one (1) original, five (5) copies and one (1) digital copy on CD or memory stick in Adobe PDF format in a sealed envelope clearly marked “**RESPONSE TO REQUEST FOR QUALIFICATIONS FOR LOBBYIST SERVICES.**” Sealed envelopes will be accepted until **2:00 p.m., local time, on February 1, 2019** at the office of the City Clerk located at St. Pete Beach City Hall, 155 Corey Avenue, St. Pete Beach, Florida 33706, at which time the sealed statements will be opened and evaluated. To facilitate effective evaluation by the City, response shall be limited to no more than a total of fifty (50) pages. Forms required by this RFQ, Appendix documentation and front and back covers will not be counted toward the page limit. All questions shall be emailed to the contact listed above and, all questions will be answered in writing and made available to all parties via the City’s Website ([www.stpetebeach.org](http://www.stpetebeach.org)) under the “City Projects” section. No responses shall be accepted after the due date referenced above. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City reserves the right to reject any and all submittals, to waive any technical defects, and to accept any submission, which in the opinion of the bidding authority, is in the best interest of the City. This RFQ and all submissions are subject to the City Charter and Code of Ordinances.

An evaluation and recommendation committee (“committee”) appointed by the City Manager will evaluate each of the respondent’s submittals against evaluation criteria. If necessary, the committee may reduce the total number of submittals to a qualified short-list of individuals and firms using the evaluation criteria. Short-listed individuals and firms may be invited to make presentations for final evaluation.

### **Scope of Services**

The selected lobbyist shall assist the City in preparing its annual legislative priorities and plan; advise, counsel, and represent the City in pursuing funding for municipal projects and furthering the City's legislative priorities. The City may require the selected lobbyist to pursue initiatives and funding at local, state and federal levels of government, consistent with the City's legislative priorities and plan, and as specifically directed by the City. The selected lobbyist must have current knowledge of legislative and other governmental trends and topics, and keep the City informed of these, particularly those related to the City's legislative priorities and plan.

### **Selection Procedure**

The City Commission shall be responsible for selecting the most qualified lobbyist. The Commission may request additional or clarifying information from any responder. Lobbyists may be invited to appear in front of the City Commission for oral presentations and/or discussion. In general, the selection will be based on the following:

1. Qualifications of the lobbyist and its personnel
2. Experience and prior/current performance with the City and similarly situated local municipalities; and
3. Quality of the response from the local government client references.

Response must demonstrate: knowledge of the locality; should be both thorough and concise, detailing experience, personnel, and references relative to the RFQ; and demonstrate the ability to provide any required services.

Once the Commission selects the lobbyist deemed to be the most qualified, the Commission and/or staff shall negotiate an agreement for services. If an agreement cannot be reached, the Commission may select the next most qualified respondent for negotiations.

### **Proposal Package**

Respondents must demonstrate the following:

1. Knowledge of the City;
2. Proven relationship with local, state, and federal officials and agencies.; and
3. Ability to design and execute a lobbying effort for the City based on the City's legislative priorities and plan.

The Proposal Package shall contain the following information:

1. Cover Letter and Contact Sheet.
2. Qualifications and Experience.
3. Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested.

4. Three (3) current references directly related to the requirements of this RFQ. (Letters of reference are highly preferred by the City.)
5. Samples of Successes.
6. Governmental relationships with Agencies and Officials.
7. Public Entity Crimes Statement.
8. Current Client List.

Timetable for Selection and Review:

- January 18, 2019                      RFQ issued
- January 25, 2019 – 4pm              Deadline for RFQ questions
- February 1, 2019 – 2pm              Deadline to submit RFQ's

**General Terms and Conditions**

1. Professional Services Agreement. The selected lobbyist shall enter into an Agreement with the City containing at a minimum the terms and conditions listed in this RFQ. The initial term of the agreement will be for one (1) calendar year, with the ability to renew for two (2) additional one (1) year terms.
2. Fund Availability. Any agreement resulting from this solicitation is deemed effective only to the extent that funds are available. The City abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.
3. Professional Regulation. Attach a copy of the current Florida Lobbyist registration documentation.
4. Taxes. The City does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from an agreement issued under this RFQ document.
5. Governing Laws and Venue. Any contractual arrangement between the City and the lobbyist shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Pinellas County, Florida.
6. Conflict of Interest. All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of St. Pete Beach officer or employee who owns, directly or indirectly, any interest of the lobbyist's firm or any of its branches, subsidiaries, or partnerships. List any clients of the lobbyist that may present a conflict with the City and its legislative priorities and plan.
7. Additional Terms and Conditions. No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and

conditions shall have no force and effect and are inapplicable to this solicitation, unless agreed to by the City in writing. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFQ and the respondent's authorized signature affixed to the response's signature section attests to this.

8. Indemnification. The lobbyist agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the lobbyist, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the lobbyist in the performance of this RFQ and subsequent agreement. The lobbyist's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the lobbyist against the City and the lobbyist hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this RFQ and subsequent agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this RFQ and subsequent agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
9. Insurance. Include in submittal proof of Insurance furnished by the lobbyist's carrier to guarantee the lobbyist is insured. The awarded lobbyist must file with the City certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:
  - Public and Commercial Liability Insurance not less than \$1,000,000.00.
  - Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
  - Personal Injury for \$1,000,000.00 each occurrence.
  - Owner's and Consultant's Protective Liability with the following coverage:
    - Bodily injury liability \$1,000,000.00 each occurrence.
    - Property damage liability \$1,000,000.00 each occurrence.
  - Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project.
  - Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles, with the following coverage:
    - Bodily injury liability \$1,000,000.00 each occurrence.
    - Property damage liability \$1,000,000.00 each occurrence.

10. **Public Entities Crimes.** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any 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, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of St. Pete Beach in accordance with all Florida Statutes.
11. **Acceptance of Goods/Services.** Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.
12. **Additional Information.** The City reserves the right to request any additional information needed for clarification from any respondent for evaluation purposes.
13. **Equal Opportunity.** The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All respondents are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.
14. **Lobbying.** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any Department/Office personnel other than the contact listed above during said black-out period. All questions and procedural matters shall be directed to the RFQ contact. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.
15. **Public Records.** Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records requests shall be submitted to the City Clerk's office by email at [cityclerk@stpetebeach.org](mailto:cityclerk@stpetebeach.org) or by phone at 727-363-9220 or by mail at 155 Corey Avenue, St. Pete Beach, FL 33706.

16. Cost of Submittal. The respondent understands that any and all costs related to the submittal of a proposal is considered an operational cost of the respondent and shall not be passed on to, or be borne by, the City.