

1. Background

The City of Coconut Creek is a full service City located in South Florida with a diverse population of approximately 58,000. As a community which continues to expand economically, residentially, and serves a diverse multicultural population, Coconut Creek's needs have expanded at a rapid pace.

2. Statement of Work

The City intends to obtain State and Local Lobbying Services and contract with one (1) or two (2) professional firms that are believed to bring the most expertise and knowledge to the City of Coconut Creek.

3. Scope of Services

Below is a list of the tasks that should be included in your proposal. Additional services may be included if appropriate.

- 3.1 Assist in formulating pertinent public policy. This includes:
 - a. Drafting an annual State Legislative Agenda to be completed and sent to the City by January 15 of each year after significant discussion with staff;
 - b. Raising, discussing, and recommending any affirmative legislative action that may benefit the City;
 - c. Reviewing the legislative policy statements adopted by the Florida League of Cities (FLC), other local governments, and lobbying groups for the purpose of identifying issues which might positively or negatively affect the City, and make recommendations on policy;
 - d. Collaborating with other advocates including the Florida League of Cities (FLC) and National League of Cities (NLC);
 - e. Meeting with legislators;
 - f. Drafting legislation; and
 - g. Obtaining sponsors for bill requests.
- 3.2 Provide, at a minimum, weekly written status reports aligned with the City's Legislative Agenda during state legislative sessions and monthly written status reports during non-session months to the City Manager. During the legislative session, more frequent reports may be provided on specific bills identified by the Lobbyist and/or City Manager as having direct impact on the City. All reports shall be sent through electronic mail.
- 3.3 Provide at minimum two (2) public presentations (workshop, special meetings) each year to the Commission for updates, preferably pre and post legislative session.
- 3.4 Upon request, coordinate appointments/meetings between City Administration/Staff and the City Commission and appropriate State and Local Officials/Legislators.
- 3.5 Identify opportunities and pursue legislative appropriations including but not limited to fire and emergency services, reclaimed water projects, roadway improvement, Florida Recreation Development Assistance Program (FRDAP), beautification grants, public safety, and environmental activities.
- 3.6 Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.

3.7 As necessary:

- a. Assist the City of Coconut Creek in identifying and coordinating State permits and grants;
- b. Work on the legislative authorization process;
- c. Testify, lobby, and assist with issues encountered with State, County, School Board, South Florida Water Management District, and regulated utilities; and
- d. Appear and testify before State and Local hearings, rule-making proceedings and other administrative agency or legislative meetings to promote and seek passage of legislation affecting the City of Coconut Creek and its citizens.

4. Firm Qualifications

Proposers must state their area of greatest expertise and experience and provide the following information:

- 4.1 A list of at least three (3) public sector clients for whom you have performed these services, and have significant accomplishments in the areas of legislation and appropriations within the past five (5) years. Please also list relevant private sector clients. Include agency, contact name, address, email address, telephone, and fax numbers.
- 4.2 Include information relative to experience, expertise, and success in working with municipalities on legislative and governmental issues, as well as the availability and adaptability of the proposer's services to the needs requested by the City.
- 4.3 Provide a description of the legislative tracking system/format the proposer will use (and sample forms if available) to keep Administration abreast of issues. Describe the methods your firm will employ to keep City Administration apprised of your efforts and successes on Coconut Creek's behalf.
- 4.4 Describe the Proposers experience, expertise, and success rate in obtaining State and Federal grants for their clients. Describe the projects, the dollar amounts secured and the sources.
- 4.5 How many clients does your firm currently represent (internationally, nationally, and within the state of Florida) and how many lobbyists do you employ to serve the needs of your clients? Provide a listing of only individuals who will be directly involved with this service, including resumes, certifications and home office location of each key person.
- 4.6 List of five (5) references of related past experience to include, as a minimum, a contact person, company name, phone number, and brief description of project/service.
- 4.7 Please disclose any potential Conflict of Interest due to any other clients, contracts or property interest. Describe how you would address a situation if the needs of Coconut Creek and another city or entity you represent are at odds with each other. Can you foresee any issue where, because of your client base, you would be unable to work on certain issues for the City of Coconut Creek?
- 4.8 Describe your relationship and experience working with the Florida League of Cities and local leagues throughout the State to affect public policy.

5. Event Schedule

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
L.O.I. Available	March 8, 2020
Non-Mandatory Pre-Proposal Meeting	N/A
Last Date of Receipt of Questions	March 19, 2020
Addendum Release (if required)	March 26, 2020
Proposals Due (9:00 A.M. EST)	April 8, 2020
Compliance Review	April 8 & 9, 2020
Selection Committee Evaluations/Short List (2:00 P.M.)	April 21, 2020
Oral Interviews/Selection of 1 st Ranked Proposer (if required)	April 29, 2020
Contract Negotiations with 1 st Ranked Proposer (if required)	May 6, 2020
Commission Award of Contract	May 28, 2020
Begin Service Under New Contract	June 1, 2020

6. Addenda, Additional Information

6.1 If the Proposer should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Proposer shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on an official addendum.

6.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Proposers. Addenda to the solicitation will be posted on the eBid System. It is the Proposer's responsibility to check the eBid System or contact the Purchasing Administrator prior to the bid submittal deadline to ensure that the Proposer has a complete, up-to-date package.

7. Cone of Silence

7.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), bid, or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) Any member of the City Commission or its staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential

vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 7.2 The Cone of Silence shall be applicable to each RFP, RFQ, L.O.I., bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- 7.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- 7.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:
- (c) Making public presentations at duly noticed pre-bid conferences or before a duly noticed Selection Committee meetings;
 - (d) Communicating with the City Commission during any duly noticed public meeting;
 - (e) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, bid, or solicitation documents;
 - (f) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, L.O.I., bid, or other bid document number.

- 7.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

8. Collusion

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. References

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

10. Indemnification

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property

damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

11. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace Form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

12. Sworn Statement – Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with 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.

13. Conflict of Interest Statement

The successful Proposer shall not represent any person, entity or government which takes a position contrary to that of the City Commission of the City of Coconut Creek or the Administration of the City of Coconut Creek before any legislative, executive, or administrative branch of government or any other local government other than the City of Coconut Creek.

The above shall not preclude the successful Proposer from representing clients before the City Commission, subservient boards or the Administration of the City of Coconut Creek.

14. Insurance Requirements

The Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which shall be determined by the City. Additionally, any subcontractor hired by the Proposer for this contract shall provide insurance coverage as well. The City shall be named "additional insured" under the appropriate policies.

14.1 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

14.2 Professional Liability / Errors and Omissions Coverage

If the Consultant is to provide professional services under this Agreement, the Consultant must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's proposal. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

14.3 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance should be included with your proposal.

15. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes as may be

amended from time to time, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

16. Default

16.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

16.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which

case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

16.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

17. Fee Compensation / Expenses

Provide a detailed and flat rate monthly retainer for the provision of services required as identified in this L.O.I. The cost proposal shall include direct man hour rates for each class of staff, out-of-pocket costs such as travel, telephone and report publication.

Consultant will be paid on a monthly basis at a flat rate, inclusive of all expenses and travel.

The proposed fee(s) shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Consultant shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Consultant's overhead expense.

Hourly fees for proposed "team" members, expense reimbursement, and related additional costs should be included for information purposes only, and may be used to form a basis for any subsequent negotiations for additional services, outside the base services contained in this L.O.I., if applicable.

18. Cost Proposal

The City requests Proposer(s) to offer their flat rate monthly fee to the City as a firm, fixed annual fee, which includes all expenses including travel for the services outlined in this L.O.I. to be billed monthly.

19. Evaluation Method

Pursuant to this L.O.I., interested firms shall submit qualification statements, performance data and other information relative to the proposed Scope of Services with their response through the eBid System. Responses to this L.O.I. will be evaluated by a Selection Committee. Firms that do not provide the information requested, or which fail to meet the minimum qualification criteria shall be disqualified from further consideration.

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being

presented to the City Commission. The Selection Committee will then re-rank the finalist's proposals.

The City will negotiate a contract with the first ranked Proposer. The resulting contract from the negotiation process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

20. Term of Contract

The initial contract period shall be for two (2) years from date of commission award. The City reserves the right to extend the contract for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

21. Award of Contract

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. Award of a contract, if it be awarded, will be made to the Proposer with the proposal which is deemed to be in the best interest of the City of Coconut Creek as determined in the sole discretion of the City.

The City of Coconut Creek reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Coconut Creek.

22. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Administrator, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email or facsimile and directed as follows:

City of Coconut Creek – Purchasing Division
Attn: Lorie Messer, Purchasing Analyst
4800 West Copans Road
Coconut Creek, Florida 33063
Fax: (954) 973-6754
Email: lmesser@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Contractors in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

23. Submission Requirements

- 23.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload response as one (1) file to the eBid System.** The maximum file size for upload to eBid System is 100 MB. Should your file size exceed 100 MB, separate your file and upload your files in a logical order.
- 23.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation.
- 23.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 23.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 23.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 23.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 23.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 23.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 23.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are "responsible and responsive".

24. Scrutinized Companies pursuant to Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

25. Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

- (a) Only a bidder, proposer or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the

protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK