

REQUEST FOR PROPOSAL

BID TITLE:

Water Utility Lobbying Services

BID NO:

RFP-17-009

ISSUE DATE:

July 25, 2017

**Toho
Water
Authority****SUBMIT RFP TO:**Toho Water Authority
Procurement Services
951 Martin Luther King Blvd.
Kissimmee, FL 34741**CONTACT INFORMATION****CONTACT PERSON:**Felicia Holmes, CPPO
Procurement Services Manager**EMAIL ADDRESS:**fholmes@tohowater.com**PHONE:**

(407) 944-5181

FAX:

(407) 931-4308

Schedule**PRE - PROPOSAL CONFERENCE:**

N/A

**DEADLINE FOR WRITTEN
QUESTIONS:**

Friday, August 11, 2017 at Noon, local time

PROPOSAL DEADLINE:

Thursday, August 24, 2017 at 2 pm local time

MISSION STATEMENT :

Provide reliable, cost effective, and responsive water services to our customers while protecting public health and the environment.

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.**SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 11th day of October, 2017.

PEEBLES & SMITH, INC.

By: [Signature]
Print Name: Ryan Matthews
Title: Principal

Attest: [Signature]
Print Name: Angela Dzewicki
Address: 2018 Gray Birch way
Tallahassee, FL 32308

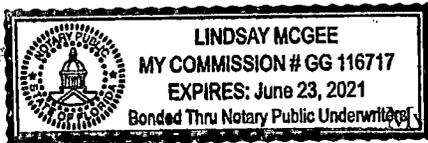
TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
Print Name: Tom E. White
Title: Board of Supervisors Vice Chairperson

Attest: [Signature]
Print Name: Nilsa C. Diaz
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
AUTHORITY OF Leon County

The foregoing instrument was executed before me this 10th day of October, 2017, by Ryan Matthews as principal of Peebles & Smith, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



Signature: [Signature]
Print Name: Lindsay McGee
NOTARY PUBLIC, State of Florida
Commission Expires: June 23, 2021

(Stamp)

**RFP-17-009
AGREEMENT
LOBBYING SERVICES**

THIS AGREEMENT is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (hereinafter referred to as the "AUTHORITY" or "TWA") and Peebles & Smith, Inc., 301 S. Bronough Street, Suite 500, Tallahassee, FL 32301 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for lobbying services pursuant to RFP-17-009; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall become effective on September 27, 2017, and continue through September 26, 2020. The contract may be renewed, subject to written notice of agreement.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall provide services and accessories listed in **Exhibit 'A,'** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Such

lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for acceptable performance of lobbying services as described in **Exhibit 'A'** shall not exceed Forty Thousand Dollars (\$40,000) annually, based on the rates specified in **Exhibit 'B.'**
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the

AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. **Worker's Compensation:** The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
 - 2. **Comprehensive General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.
 - 3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.

4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.

- B. The CONTRACTOR shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.

- C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.

SECTION 9. AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit A – Solicitation document RFP-17-009
2. Exhibit B – Original proposal submitted by Contractor

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS COMPLIANCE.

A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

**Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 944-5032
publicrecordsrequests@tohowater.com**

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service; and**
- 2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law; and**
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and**

- 4) **Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and**
- 5) **If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.**

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or

any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations

of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
 Attention: Procurement Services (Warehouse)
 1628 S. John Young Parkway
 Kissimmee, Florida 34741

CONTRACTOR: Peebles & Smith, Inc.
 P.O. Box 10930
 Tallahassee, FL 32301

SECTION 24. **MODIFICATION**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE PROVISIONS.**

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager's contact information is as follows:

Brian L. Wheeler, Executive Director
Toho Water Authority
951 Martin Luther King Boulevard
Kissimmee, FL 34741
Phone: 407-944-5130
Email: bwheeler@tohowater.com

B. The CONTRACTOR Project Manager's contact information is as follows:

Ryan E. Matthews, Esq.
Peebles & Smith, Inc.
301 S. Bronough Street, Suite 500
Tallahassee, FL 32301
Phone: 850-681-7383
Email: ryan@peebles-smith.com

[SIGNATURE PAGE FOLLOWS]