

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 19, 2011

☒ Consent ☐ Regular
☐ Public Hearing

Department: Legislative Affairs

Submitted By: Administration

Submitted For: Legislative Affairs

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: two (2) 16-month contracts for Federal Lobbying for the period of July 2011 – October 2012 in the total amount of \$120,000 as described below:

- a) a contract with Becker & Poliakoff in the amount of \$60,000 and;
- b) a contract with Alcalde & Fay in the amount of \$60,000

Summary: Palm Beach County posted RFP #11-033/SC for individuals and firms to respond to a request to provide federal lobbying services for Palm Beach County. The RFP allows for the County to enter into a contract with one or more firms for an initial 16-month period with the option for renewal of up to three 12-month contracts. Nine firms responded to the RFP. The county was unable to negotiate a contract with the top scoring firm due to a conflict of interest. The County negotiated with the next two highest ranking firms and believes that dividing the contract between the two would best serve the needs of the County. The total amount for the two initial 16-month contracts is \$120,000 which amounts to \$7500 per month. This amount reflects a \$500 per month reduction from the previous federal lobbying contract. Countywide (DW)

Background and Justification: For the past 11 years, Palm Beach County has had a single federal lobbying contract with US Strategies. The firm provided good Washington D.C. representation for Palm Beach County over that period of time. During that time, the County did not go out for an RFP to explore new opportunities for federal representation. Earlier this year, the County posted an RFP for federal lobbying representation.

On Friday, April 15, 2011, the Federal Lobbying Selection Committee met to review nine responses to RFP #11-033/SC.

After scoring the responses, the Selection Committee requested an oral follow up with the top four firms responding to the request. The cutoff was determined by selecting those firms that cumulatively scored over 200 points in the initial evaluation.

The Selection Committee met again on Friday, April 22, 2011, for an oral presentation in which the top four respondents were given 20 minutes via a conference call to respond to five predetermined questions. (Continued on Page 3)

Attachments:

- 1. Federal Contract for Becker & Poliakoff
- 2. Federal Contract for Alcalde & Fay
- 3. Budget Availability Statements (1,2, and 3)

Recommended by: _____

Department Director

Date

7/7/11

Approved By: _____

County Administration

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: N/A

Fiscal Years	20 <u>10/11</u>	20 <u>11/12</u>	20 <u>12/13</u>	20 _____	20 _____
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>22,500</u>	<u>90,000</u>	<u>7,500</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>22,500</u>	<u>90,000</u>	<u>7,500</u>	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget? Yes <u>X</u> No _____					
Budget Account No.: Fund <u>various</u> Department _____ Unit _____					
Object _____ Reporting Category _____					

B. Recommended Sources of Funds/Summary of Fiscal Impact:

		FY 2011	FY 2012	FY 2013
Airports	4100-120-1110-3101	\$ 7,660	\$30,600	\$ 2,553
Palm Tran	1340-540-5160-3101	\$ 7,660	\$30,600	\$ 2,553
Legislative Affairs	0001-645-6450-3101	\$ 5,328	\$21,312	\$ 1,776
Water Utilities	4001-720-1110-3101	\$ 1,852	\$ 7,488	\$ 618

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

7/17/11 7/8/11 7/13/11
OFMB 7/17/11 7/11/11 Contract Dev. and Control
7-13-11 B. Wheeler

B. Legal Sufficiency:

7/13/11
Assistant County Attorney
These contracts comply with
our review requirements.

C. Other Department Review:

Department Director

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Background and Justification: (Continued from Page 1)

The Selection Committee ranked the four respondents and Holland & Knight was the respondent that was cumulatively ranked as the top firm responding to the RFP. Becker & Poliakoff was ranked second and closely behind in the third ranking spot was Alcalde & Fay.

The Committee felt Holland & Knight had a strong, professional team assigned to work on the Palm Beach County contract. Their expertise at the federal level positioned them to be effective advocates for Palm Beach County priorities in Washington DC. They had an innovative approach to identifying funding opportunities in federal agencies through their web based portal. There was a good balance of public and private sector clients that minimized potential conflicts of interest and a good ratio of consultants at the firm to balance the workload from our County and their other clients. The firm's local presence afforded an understanding of important issues on the County's legislative agenda. They have had a successful track record with their clients and put forth a good communication plan to report and track Palm Beach County's priorities.

The Selection Committee unanimously recommended the award of the County's Federal Lobbying contract to Holland & Knight. In the following weeks as discussions began on the contract terms, it became evident that a conflict of interest existed as the City of West Palm Beach, who also retains Holland & Knight as their state and federal lobbying firm, objected to the firm representing both the City and the County. After several attempts to resolve those conflicts with the City, it became clear they would not be able to overcome the differences and the County had to proceed to the next highest ranked firms who responded to the RFP.

The next highest ranked firm was Becker & Poliakoff followed by Alcalde & Fay. Only a couple of points separated the two firms in their rankings. As indicated in our selection committee notes, both firms were considered strong applicants and brought strengths that complemented one another. Becker & Poliakoff is a newer and growing firm in terms of Washington DC representation and has a smaller client base where Palm Beach County would receive a lot of individualized attention. Alcalde & Fay is a much larger firm with a lot of public sector clients and a strong track record of achieving results for their clients as well as a strong grant assistance program that would be an asset to the county's current grant writing program. Our rationale to contract with both firms is to take advantage of the complimentary skill sets and strengths that we believe will greatly benefit our lobbying efforts in Washington DC.

We have since negotiated an equal contract with both firms at a rate of \$45,000/year for a total of \$90,000, approximately \$6,000 less than our current federal lobbying contract. The agreement on this agenda item is for a contract of \$60,000 for each firm per the RFP which allowed for an initial 16-month contract (a term that included the remaining balance of our previous federal contract plus 12 months for the next year) and allows for 12-month renewals of the contract over the next three years. Those contracts also stipulate the issues each firm will work on for the county both in a lead and in a shared responsibility role. This will enable us to more effectively evaluate our success on some of the County priority issues.

**CONTRACT FOR
FEDERAL LOBBYIST SERVICES
(Contract No. 11-033/SC)**

This Contract No. 11-033/SC is made as of this _____ day of _____, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Becker & Poliakoff, P.A., 1155 F Street, Suite 150, Washington, D.C. 20004, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide federal lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated April 6, 2011, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Omar Franco, telephone number (202) 731-3401.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 11-033/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated March 30, 2011; (4) Exhibit C, Schedule of Payments; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on July 1, 2011, and complete all services by October 31, 2012, with three (3) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Sixty Thousand Dollars (\$60,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) for sixteen (16) months, for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those

charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the

COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
2. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
3. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or

dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
5. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
6. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
7. The CONSULTANT understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
8. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sharon Cushnie, Senior Buyer.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review

and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability,

Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

The CONSULTANT agrees that no employee of the firm who is registered as a federal lobbyist for the COUNTY shall lobby the COUNTY on behalf of third parties.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of

indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 24 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Todd Bonlarron, Director
Legislative Affairs Department
Palm Beach County
Governmental Center
301 N. Olive Avenue
West Palm Beach, FL 33401

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Becker & Poliakoff, P.A.
c/o Omar Franco
1155 F Street NW, Suite 150
Washington, D.C. 20004

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chairperson

WITNESS:

Jennifer DeWitt
Signature

Jennifer DeWitt
Name (type or print)

Karina Childs
Signature

Karina Childs
Name (type or print)

CONSULTANT:

Becker & Poliakoff, P.A
Company Name

Omar Franco
Signature

Omar Franco
Typed Name

Managing Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 11-033/SC

1. PURPOSE

Palm Beach County (COUNTY) is requesting proposals to contract with an experienced and qualified federal lobbyist to represent the COUNTY and assist the Legislative Affairs Department (LAD) in monitoring legislative, executive and regulatory activity at the federal government level.

2. HISTORY AND BACKGROUND

The COUNTY has maintained a contract for at least the past ten years for the services of federal lobbying consultants to assist LAD in monitoring legislative, executive and regulatory activity at the federal government level. On an annual basis the consultants assist LAD with monitoring federal legislative priorities that are developed by the LAD and the Board of County Commissioners (BOARD).

The COUNTY currently monitors the following issues:

1. Lake Okeechobee Scenic Trail
2. Farm to School Programs/Nutrition and Wellness
3. Nutrition Labeling
4. Reauthorization of the Farm Bill
5. Child Nutrition and Reauthorization Law
6. Port Security Funding
7. Telecommunications
8. FEMA Funding for Parks & Recreation/Pre-Disaster Mitigation Programs
9. Health Issues
10. Interstate Moving Laws
11. Pittman Robertson – Funding for Public Ranges
12. FY2012 Appropriations for HUD Programs
13. Medicaid Funding
14. Comprehensive Everglades Restoration Plan and Herbert Hoover Dike Repairs
15. Film and Television Production Industry Act
16. Funding for Homeless Programs
17. Law Enforcement Funding (Byrne Grants, Gang Violence and Reentry Programs)
18. Chemical Security Legislation
19. Transportation Funding Firewalls

3. SCOPE OF WORK

CONSULTANT shall provide services to include, but are not limited to the following:

1. Represent the COUNTY and the BOARD before U.S. Congress and Federal agencies.

2. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities. Specific areas Becker & Poliakoff will take the lead include:
 - a. Economic Development and Finance
 - b. Public Safety

An equal responsibility that all CONSULTANTS for the COUNTY will share include:

- a. Transportation and Infrastructure.
3. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
 4. Coordinate with COUNTY's Congressional Delegation in gaining support for the COUNTY's federal agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key federal contacts.
 5. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.
 6. Identify key Congressional contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's federal agenda.
 7. Provide written monthly activity reports (MS Word) and periodic updates on pending legislation. Reports must contain, when possible, specific legislation, names of contacts made, and the COUNTY's legislative priority it relates to as well as any foreseeable legislation or ruling that may affect the COUNTY. Such summaries may be given in paragraph form.
 8. Identify special interest groups in a written report (MS Word) which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
 9. Develop a schedule for research reports (MS Word or Excel) and other activities in order to meet all federal guidelines, standards and deadlines.
 10. CONSULTANT must be available for a weekly conference call, meetings with COUNTY staff in Washington as needed, and an annual presentation to the BOARD in Palm Beach County, Florida.

More specifically, these services would be related to the following legislative priority areas:

Economic Development

1. Jobs Creation Legislation
2. South Florida Inland Port
3. Housing and Foreclosure Relief
4. Broadband Initiatives
5. Three Percent Withholding Tax on County Purchases
6. Restore the Partnership Act

Transportation and Infrastructure

1. Palm Tran
 - Articulated Bus Replacement
 - Hybrid Buses
4. Airport tower and Security improvements
5. Transportation – Passenger Rail FEC Corridor

Public Safety

1. Loss of Federal Entitlement Benefits for Inmates in County Jails
2. Federal Assistance for Public Water Connection in the Acreage

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EXHIBIT B
CONTRACTOR'S PROPOSAL DATED April 6, 2011
Contract No. 11-033/SC
(46 Pages)

**Palm Beach County Board of County
Commissioners and the
Legislative Affairs Department**

**REQUEST FOR PROPOSAL
RFP NO. 11-033/SC**

Proposal for:

FEDERAL LOBBYIST SERVICES

**BECKER &
POLIAKOFF**

Legal and Business Strategists

**Omar Franco
Managing Director
Becker & Poliakoff, P.A.
815 Connecticut Avenue
Suite 800
Washington, D.C. 2006
(202) 731-3401 (C)
(202) 534-1643 (O)
omar@francogr.com**

BECKER & POLIAKOFF

Legal and Business Strategists

April 6, 2011

Ms. Sharon Cushnie
Senior Buyer
Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415

Dear Ms. Cushnie:

Becker & Poliakoff, P.A. (B&P) is pleased to enclose the following proposal for federal lobbyist services (RFP No. 11-033/SC 09M-004) to the Palm Beach County Board of County Commissioners. Becker & Poliakoff, P.A.'s DC office is located at 815 Connecticut Avenue, Suite 800, Washington, D.C. 20006.

Founded in Miami Dade County in 1973, Becker & Poliakoff is deeply rooted in the local community through its active presence in the legal, business, political, and civic organizations. The attorneys and staff have strong ties in the Palm Beach communities and understand the enormous challenges associated with Palm Beach residents, businesses and visitors. B&P believes that we have the required qualifications, experience and relationships to best serve the interests of Palm Beach County and its citizens.

Becker & Poliakoff will represent Palm Beach County and the Board before U.S. Congress and federal agencies and will work to secure federal funding for projects that have been identified by the County as priorities, while proactively identifying new funding opportunities. B&P will work closely with the County Administration, the Director of Legislative Affairs and county staff in researching current issues and providing background information.

B&P will coordinate with the County's Congressional Delegation in gaining support for the County's federal agenda and will assist in drafting appropriate correspondence, scheduling briefings and meetings, and identifying key federal contacts. We will provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports and identify key congressional contacts relating to specific County issues. B&P will propose and implement lobbying strategies to help support the County's federal agenda.

B&P will provide written monthly activity reports in MS Word and periodic updates on pending legislation of interest to the County. The reports will contain, when possible, specific legislation, names of contacts made, and the County's legislative priority it relates to, as well as any foreseeable legislation or ruling that may affect the County. The summaries will be given in narrative and paragraph form. B&P will identify special interest groups in a written report which may be working for or against the County's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the County's position. We will develop a schedule for research reports and other activities in order to meet all federal guidelines, standards and deadlines. We will also be available for a weekly conference call, meetings with County staff in Washington as needed, and an annual presentation to the Board in Palm Beach County, Florida.

I will be the lead on the Palm Beach Federal Legislative Advocacy & Consulting team with Tom Barlow of Barlow Consulting, Inc., as a subcontractor. Combined we have over a decade of experience lobbying in the Florida Legislature and agencies, and the U.S. Congress and federal agencies. I will be the lead for the County's Capitol Hill efforts and Tom will concentrate on the federal agencies and departments. It is contemplated that Tom will report to me on a regular basis about his outreach to the agencies and departments on behalf of Palm Beach County.

We look forward to the opportunity to represent Palm Beach County and will be available to meet with the members of the Evaluation Committee at their convenience.

Sincerely,



Omar Franco
Managing Director
Becker & Poliakoff, P.A.
815 Connecticut Avenue
Suite 800
Washington, DC 20006
(202) 731-3401
omar@francogr.com

BECKER& POLIAKOFF

Legal and Business Strategists

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3.1 EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES INFORMATION

Background

Becker & Poliakoff ("B&P") is deeply rooted in South Florida through its active presence in the legal, business, political, and civic organizations. The firm's first Palm Beach County office opened in 1985. Today, the firm has two fully staffed offices with 24 employees in West Palm Beach and Boca Raton, the attorneys and staff have strong ties throughout the County with business, political and civic leaders and serve as leaders in various community organizations. Just last month, for example, shareholder William Cea co-chaired "Raise the Bar" at the historic Palm Beach County Courthouse in which several hundred people attended an event to raise funds for the Women's Foundation of Palm Beach County.

In addition to the Palm Beach county offices, the law firm includes more than one hundred and twenty-five attorneys in offices throughout Florida (Miami, Ft. Lauderdale, Port St. Lucie, Orlando, Tallahassee, Ft. Walton Beach, Tampa Bay, Sarasota, Homestead, Ft. Myers, and Naples) as well as Washington, D.C., New York, and New Jersey. The firm's expansive geographic reach provides excellent opportunities to connect with members of Congress outside of South Florida that could benefit Palm Beach County. B&P regularly hosts community events in its local offices, such as "Meet Your Government" events for clients and friends to meet with an elected official at informal (non-fundraising) events. Past events have included Marco Rubio, Dean Cannon, and Will Weatherford among others. The firm also hosts local business events. The goal is to keep Becker & Poliakoff among the power players in the community *for one simple reason*: it benefits clients by providing access to key decision makers at the local, state and federal levels.

Experience & Qualifications

Government law and lobbying is and has always been a core practice for the firm. Several firm attorneys currently serve or have served in government positions (local, state and federal) and therefore, the Becker & Poliakoff team has significant first-hand working knowledge of government practices and procedures. For example, Managing Shareholder Alan Becker served in the Florida Legislature in the 1970's and has maintained a strong network of contacts at the highest levels of government and business. Shareholder Bernie Friedman served as Chief of Staff to a South Florida Congressman. Shareholder Nelson Diaz was Chief of Staff to former Florida House Speaker and current U.S. Senator Marco Rubio during his tenure in the Florida House. Shareholder Miguel Diaz de la Portilla currently serves as a State Senator and previously served on the Miami Dade County Commission. As such, he has years of experience working with Members of the Florida Congressional delegation on issues impacting large urban areas with significant agricultural concerns.

Over the last several years, Shareholder Yolanda Cash Jackson has worked very closely with key Members of the Congressional Black Caucus including Representatives Jim Clyburn, Bennie Thompson, Donna Christensen, Marcia Fudge and of course Floridians Corrine Brown, Alcee Hastings and Frederica Wilson.

Ms. Jackson has participated in several Congressional Black Caucus (CBC) events. She has spoken at the CBC Foundation's educational programs and she has facilitated speaking roles for several of her clients at their public policy forums on health care, energy and others. In addition, she served as Co-Chair for four years of the Carrie Meek Foundation's Congressional Classroom, in conjunction with the Congressional Black Caucus. This program helps educate South Floridians about Federal government activities and teaches best practices for advocacy of local issues at the Federal level.

The firm is well versed in the nuances of governmental representation serving several governmental entities, including cities (e.g. Opa Locka, Miami Gardens, Southwest Ranches, and Cape Coral), Special Districts (e.g. Palm Beach Solid Waste Authority), school boards (e.g. Miami Dade and Broward), higher education institutions (e.g. Florida Memorial University, Bethune Cookman), transportation agencies (e.g. MDX) and numerous private clients from varied industries.

Key Personnel

It is proposed that Omar Franco, who has recently joined Becker & Poliakoff as its managing director for the Washington, DC office, will lead the Palm Beach Federal Legislative Advocacy & Consulting team with sub consultant Tom Barlow of Barlow Consulting. Combined, they have over a decade of experience lobbying in the Florida Legislature and agencies, and the U.S. Congress and federal agencies.

Omar Franco has the expertise and experience to help Palm Beach County (the "County") seek federal funding through both the annual appropriations and legislative process. Omar most recently headed Franco Government Relations, a results-driven, Washington, D.C.-based government relations firm. As such, he is well-suited to serve the County as its federal governmental relations consultant. His relationships with the members of the Florida Congressional Delegation and access to senior leadership in Congress and the Executive Branch will allow Becker & Poliakoff to positively affect public policy outcomes to benefit Palm Beach County.

Omar is intimately familiar with the processes by which earmarked and program-funding proposals are drafted and approved at each step of the legislative process. Omar currently represents the municipalities of Hialeah, North Bay Village, Miami Lakes and Hialeah Gardens. He also represents the Town of Southwest Ranches on behalf of Becker & Poliakoff.

As changes to the earmark process are underway in the new Congress, it is important to have access to key decision makers on appropriations such as Congressman Mario Diaz-Balart and the House Transportation Chair John Mica, as well as the two Florida

Senators, Bill Nelson and Marco Rubio. Such federal funding has been a hallmark of our success and we are well positioned to continue this trend in the new Congress.

In addition to our appropriations accomplishments, Omar is engaged on a daily basis in support of or opposition to various statutory (Congressional) or regulatory (Executive) policy proposals in the areas of environmental, health and human services, transportation, telecommunications, public safety, and economic development of critical interest to either our clients or the public at large. Many of these efforts have ultimately resulted in significant savings, operational adjustments, or increased protections for both clients and the consumers involved.

Omar has pursued effective federal relations agendas to their successful conclusion, bringing in federal funding for projects of significant regional and national importance. These successes are the result of the close professional working relationships Omar has developed with key elected officials, congressional leaders, and members on the House and Senate Appropriations Committees. Furthermore, his years of congressional experience have resulted in long-standing professional relationships with staff members of many committees in the House and the Senate, which he is able to use to the benefit of our clients.

Tom Barlow has served as a federal and state lobbyist since 1986. His extensive experience representing clients such as Florida Power & Light, MCI and Florida Atlantic University have rooted him in the interests and welfare of Palm Beach County. Tom's experience in critical issues such as energy and the environment coupled with his work in the appropriations process will serve Palm Beach County well.

Tom earned a BS degree from Western Kentucky University and a master's degree in environmental engineering from Vanderbilt University. Tom's focus over the last several years has been working with federal agencies, during which he has successfully secured funding from federal agencies for numerous clients. Tom's current client list includes two universities, a South Florida construction company, the country's largest vehicle recycler and two alternative energy companies.

3.1.1 Statement of experience, qualifications, and background.

Omar Franco began federal lobbying in 1999 when he became Director of Governmental Relations for the University of Miami's School of Medicine. In 2001, University of Miami President Donna Shalala promoted him to Assistant Vice President of Governmental Relations where he represented the university at both the federal and state levels of government and primarily worked on appropriations and health care issues.

In 2003, Omar was named Chief of Staff for Congressman Mario Diaz-Balart. Omar held this position for over four years, managing the Congressman's Washington D.C. and district operations and closely counseling the Congressman in his areas of expertise which include federal appropriations, health care, transportation, higher education and issues dealing with the state of Florida. Omar was also the lead staffer for appropriations issues in the congressional office and coordinated all of the appropriations requests for the Miami-Dade House and Florida Senate offices. Omar assisted the Congressman in securing over \$77 million dollars in appropriation funding in the first three years alone. He worked closely on the federal funding requests for Miami-Dade and Collier Counties.

In 2007, Omar joined Petrizzo Strategic Group where he was the lead government relations consultant for Florida Gulf Coast University, Secure Wrap, Medica HealthCare Plans, and the municipalities of Hialeah, Miami Lakes and North Bay Village. Over the last three years he has worked on federal issues for the Miccosukee Tribe of Florida, Stratus Pharmaceuticals, Pacer Health, FalconTrust Air, CNL Financial Group, Charter Communications and Frontier Communications. As part of his consulting duties, Omar prepared numerous High Priority Project requests for the Miccosukee tribe and the municipal clients.

Omar founded Franco Government Relations this year and has represented at the federal level the Miccosukee Tribe of Florida, Florida Gulf Coast University, and the municipalities of Hialeah, Miami Lakes, North Bay Village and Hialeah Gardens, among others.

A sample of Omar's local government client successes as a consultant includes:

- Miccosukee Tribe, FL - Secured \$760,000 in FY09 for the Snake Road Improvements to address significant safety concerns associated with Snake Road (BIA). In the FY10 bill, the Tribe received funding for \$1,750,000 for Tamiami Trail (U.S. 41) safety improvements. For FY11, \$1.1 million for road resurfacing was included in the Omnibus bill that recently failed in Congress.
- North Bay Village, FL - Secured \$475,000 in FY09 for a Bus Facility Project within the new Municipal Public Safety Complex. In addition, Omar worked with Rep. Debbie Wasserman Schultz's office to assist North Bay Village in receiving \$4,655,000 from the American Recovery & Reinvestment Act for the Force Main Project.

- Miami Lakes, FL - Secured \$570,000 in FY09 Transportation-HUD bill for vehicle procurement of two hybrid electric vehicles to provide this trolleybus service for the Port.
- Hialeah, FL - Secured \$500,000 for street and sidewalk improvements in the FY10 Transportation-HUD Appropriations bill and \$250,000 for the police equipment upgrades in the FY10 Commerce-Justice-State Appropriations under the COPS account.

Omar has been working on environmental issues such as Everglades Restoration and protecting Biscayne Bay for the last decade. As chief of staff for Mario Diaz-Balart, Omar worked with the Army Corps of Engineers and the Department of Interior to reach consensus on how to best approach the sensitive lands in the Everglades. In addition, Omar has represented the City of North Bay Village for the last three years including issues relating to keeping Biscayne Bay free of pollution. In representing several Miami-Dade municipalities, Omar has worked with all his clients in preparing and submitting their project requests for the reauthorization of the Water Resources Development Act.

In working for the Florida Medical Association, Omar worked closely with the Palm Beach County Health Department on issues of public health. He currently represents Intuit Health and Medica HealthCare Plans and has been following the health care debate closely for the last two years. Omar worked with Senator Nelson and Congressman Klein to grandfather in Medicare beneficiaries' current benefits under the Medicare Advantage plans.

As chief of staff to Congressman Mario Diaz-Balart, Omar coordinated with staff on all the transportation projects submitted for authorization in the SAFTEA-LU reauthorization bill. In addition, he has worked closely with Chairman John Mica for transit issues of importance to Florida, such as the 95% initiative to return 95 cents on the dollar back to Florida from the Highway Trust Fund.

Omar has represented both Charter Communications and Frontier Communications and has worked specifically on the issues of net neutrality and broad band deployment, among others.

Omar has worked on developing a municipal agenda, including grant opportunities, from scratch; this includes appropriations but also positioning the cities for the reauthorization bills that will be passed in the next Congress on transportation and water projects. He has also worked on garnering federal funding for municipal projects in health care, law enforcement, transit, water treatment, and economic development.

Tom Barlow is a seasoned political consultant and lobbyist with an in-depth understanding of the workings of government at the local, state and federal level. His extensive experience includes advocacy in environmental, tax, energy, transportation, health care, telecommunications, and general business issues. His keen understanding of the business community, coupled with an extensive knowledge of the workings of

government, is a conduit for creative solutions. When clients retain his services, Tom becomes a true partner in helping organizations succeed.

Tom Barlow lobbied for Florida Power & Light (1981-2002), MCI, Inc. (2003-2005), and Florida Atlantic University (2005-2009). He was a loaned executive to Edison Electric Institute in Washington, D.C. Tom served as an executive in large public and private institutions, and routinely advised senior officials regarding the impact of proposed legislation. He also managed other lobbyists when a team building effort was required. Tom graduated with a Bachelor of Science in Environmental Engineering from Western Kentucky University and received a Master of Science in Environmental Engineering from Vanderbilt University.

Selective accomplishments include:

- Successfully lobbied funding for a medical program (\$42M), campus expansion (\$18M), to attract Scripps Institute (\$500M) and Max Planck Institute (\$85M), and acquisition of Harbor Branch Oceanic Research Institute (\$53M)
- Represented several clients before the following federal agencies: State Department, Treasury Department, HUD, EPA, National Science Foundation, Department of Agriculture, Commerce Department, USAID, FEMA, Department of Education and the Department of Justice.
- Obtained federal approval for Florida Atlantic University to lease excess broadband capacity to Clearwire valued at \$173M
- Won \$200M statewide communications contract for MCI, Inc.
- Instrumental in the passage of several amendments to the federal and state Clean Air Act (CAA) and Clean Water Act (CWA) which saved Florida Power & Light customers hundreds of millions; and the passage of wind energy production tax credit which encourages alternative energy production
- Selected as the sole representative for Florida Power & Light to the Governor's Hurricane Emergency Operations Center
- Past chairman of the Associate Members Committee of the Southern States Energy Board which advises the Southern Governors on energy policy
- Negotiated 3 million dollar loan from USDA for a WV University
- Developed and managed a one million dollar political action committee
- Served on Executive Fundraising Committee of the Gulfstream Council of the Boy Scouts

3.1.2 References of federal lobbying services within the past 3 year(s).

1)

- a) Florida Gulf Coast University
Jennifer Goen
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565
(239) 590-1020, jgoen@fgcu.edu
\$90,000 per annum
2009 to present
- b) Federal government relations specializing in appropriations and grants
with one full-time staffer

2)

- a) City of Hialeah
Fred Marinelli
501 Palm Avenue
Hialeah, FL 33010-4719
(305) 883-5839, fmartinelli@hialeahfl.gov
\$60,000 per annum
2008 to present
- b) Federal government relations specializing in appropriations and transit
with one full-time staffer

3)

- a) City of North Bay Village
Bob Pushkin
1700 Kennedy Causeway
#132
North Bay Village, FL 33141
(305) 756-7171, bob.pushkin@nbvillage.com
\$30,000 per annum
2008 to present
- b) Federal government relations specializing in appropriations and grants
with one full-time staffer

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

Becker & Poliakoff and Barlow Consulting have the expertise and experience to assist Palm Beach County's strive to seek federal funding both through the annual appropriations process and the grant process.

3.2.1 Understanding of major metropolitan county issues, including specific knowledge of Palm Beach County.

Not only does Becker & Poliakoff have an understanding of Palm Beach County issues, we have made a personal commitment to Palm Beach County. The firm has two full offices in Palm Beach County, with twenty-four resident employees including seven resident shareholders. Like other major metropolitan counties in the United States, Palm Beach County is focused on jobs, economic development, and education. However because of our aging population, health care has become a major focus as has protecting our environment. Because of our unique understanding and commitment to Palm Beach County we will be in the best position to represent the County in Washington, DC.

Despite Palm Beach County's unemployment rate dropping 0.9% from February (12%) to March (11.1%) of this year, the County is still 2.1% higher than the United States. Of particular worry is that the Glades area of the County has continually experienced the highest rate of unemployment and it is still the highest today with estimates being 30% or higher, despite the County's recent spending of multi-million dollar capital improvement projects in the area. Toss in the fact that the County lost more than 700 jobs last year and the picture does not look so great. All is not lost, though; the County is quickly becoming the dominant bio-tech region in the Southeastern United States, not only with Scripps and Max Planck, but with the impending development of the Briger tract, and the FAU medical school. We must not forget about the County's upcoming convention center hotel that should generate a lot of room nights and local jobs as well as Palm Beach International Equestrian Center's \$80 million expansion. Education goes hand-in-hand with economic development as recently displayed with the recent relocation of Chromalloy, who cited the "wealth of talented engineers" in the area as a major reason for coming to here. While education is not typically a federal issue, Florida and particularly Palm Beach County, is consistently compared with other states and counties in the United States. The use of federal funds for unique educational opportunities in our schools would make Palm Beach County that much more competitive for the next Chromalloy opportunity.

21.5% of the residents in Palm Beach County are age 65 or older according to the latest census figures. Palm Beach County is still a mecca for retirees and therefore we must be at the forefront of the health care debate so as to ensure that our population can get the healthcare they need to live, instead of draining our valuable resources and clogging up emergency rooms. We need to ensure that Palm Beach County gets its fair share of Medicare funding and federal grant funding for programs like Ryan White and Chinese Drywall Assistance.

One of the unique benefits of Palm Beach County is our environment, from our beaches to Lake Okeechobee and the Everglades. We have a diverse ecosystem with diverse needs. Of primary importance is beach restoration and working with agencies such as the Army Corps of Engineers not only to fund projects, but to permit them too. Without our beaches, one of our main economic engines, tourism, will suffer. Continuing federal assistance with the cleanup of the Everglades is paramount to ensuring our western communities continue to thrive. The dredging of the Lake Worth Inlet is paramount to help keep the Port of Palm Beach competitive with other regional ports as marine shipping revenues world-wide continue to rise at an astronomical rate.

As the former Chief of Staff for Congressman Mario Diaz-Balart (FL), Omar Franco was also the lead staffer for appropriations issues in the office and coordinated the appropriations requests for Miami-Dade County and all of its municipalities among the Miami-Dade House and Florida Senate offices. While assisting the Congressman in securing over \$77 million dollars in appropriation funding in the first three years alone, he also worked on the federal re-authorization requests for transit and water projects.

Since leaving Congressman Mario Diaz-Balart's office, Omar has been working with the municipalities of Hialeah, Miami Lakes, North Bay Village and Hialeah Gardens on all of their appropriations, authorization and federal grant requests. He also represented the Miccosukee Tribe of Florida on all of their federal funding issues garnering almost \$3 million dollars in two appropriations cycles for transit and water projects.

Tom has lived in Palm Beach County since 1981 and represented FPL in our national and state capitals from 1986 till 2002. Tom also represented FAU from 2005-2009. These Palm Beach County based organizations instilled in Tom a deep sense of commitment to the county and a wealth of contacts that will help the county realize its legislative priorities. Having experienced the growth and maturity of the County has given Tom a deep understanding of the diversity and the regional needs of the County; while all parts of the County strive for economic development certain areas of the County struggle to provide basic services.

Tom has repeatedly delivered funding for clients by developing a coalition of interests. These interests include the business community, public entities, politicians and public interest groups.

3.2.2 Ability to establish, maintain and enhance working relationships between County elected officials and staff, and the executive and legislative branches of the federal government and relevant federal agencies.

Very clearly and deliberately B&P is a Florida-focused firm with unparalleled national reach. We maintain a strong physical presence in both Florida and Washington, D.C. But our qualifications are more than just the physical location of our offices; it is a long and deep seated commitment to our relationships with members of the Florida Congressional Delegation and the very communities they serve.

Omar Franco left Capitol Hill from a senior position with the Florida Delegation and continues to enjoy strong relationships with members and staff from both sides of the aisle. Last year, our delegation received over eight hundred requests for appropriation projects. Our strong relationships with the Florida Delegation will ensure that your requests are put at the top of the list.

Omar Franco and Tom Barlow have pursued effective federal relations agendas to their successful conclusion, bringing in federal monies for projects of significant regional and national importance. These successes are the result of the close professional working relationships we have developed with key elected officials, congressional leaders, and members on the House and Senate Appropriations Committees. Furthermore, our years of congressional experience have resulted in long-standing professional relationships with staff members of many committees in the House and the Senate, which we are able to use to the benefit of our clients.

We also believe it is our "national reach" that will serve to greatly advantage Palm Beach County. Since we currently represent clients with a diverse geographic footprint, we are constantly working with members and their staffs on a wide array of issues, including health care, transportation, homeland security and higher education. We have a high retention rate among our clients because our management style is simple: we serve each client in a hands-on fashion.

Tom Barlow resides in Palm Beach County and will be available to County officials to discuss their priorities by phone at any time. Tom spends his weekends in Palm Beach County and will be available in person when County officials need to discuss issues in person.

Tom has developed extensive contacts in the following executive agencies: Department of Energy, Environmental Protection Agency, Department of Education, Department of Justice, Homeland Security/FEMA, Corp of Engineers, National Science Foundation, USDA, Veteran Affairs, Department of State, Department of Commerce/Economic Development Administration and others. Establishing and maintaining the link between the executive and legislative branches of government is vital to developing a common understanding of an issue.

3.2.3 Method for communicating with and advising the County.

Becker & Poliakoff will create a communications plan serving Palm Beach County on all federal matters impacting the County. We will hold a monthly conference call to update the County of the progress in promoting the federal legislative priorities and to exchange information vital to the federal efforts. We will also establish an alert system to advise all interested parties at the County about breaking developments and a monthly memo recapping past developments and ascertaining from our extensive sources where those developments will lead and how they will impact the County.

Omar Franco will be the lead for our firm and the primary point of contact for the County and all its representatives. You will have access to all the lobbyists assigned to your account both at the office, on their cell phones/PDA's, and at home when necessary. Your calls will not go unanswered. Omar will be available 24 hours a day/7 days a week.

Tom Barlow resides in Palm Beach County and will be available to meet personally with county officials to discuss their priorities. Tom will be available 24/7 by telephone and will be in Palm Beach County on weekends to meet personally.

3.2.4 Overview of the work to be performed.

Becker & Poliakoff will represent Palm Beach County and the Board before U.S. Congress and federal agencies. B&P will provide professional consulting services of such general nature as Palm Beach County would prescribe. It is contemplated that these services will include, but not be limited to, the promotion of federal legislation, appropriations or regulatory changes of interest to the County and will include, but not be limited to, increasing the general awareness of the County among key government officials and policy makers. B&P would represent the interests of the County before the legislative and executive branches of the federal government.

We have a strong history of securing funding for programs and projects and will work to garner federal funding for projects that have been identified by the County as priorities, while proactively identifying new funding opportunities. B&P will work closely with the County Administration, the Director of Legislative Affairs and County staff in researching current issues and providing background information.

B&P will coordinate with the County's Congressional Delegation in gaining support for the County's federal agenda and will assist in drafting appropriate correspondence, scheduling briefings and meetings, and identifying key federal contacts. We will provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports and identify key congressional contacts relating to specific County issues. B&P will propose and implement lobbying strategies to help support the County's federal agenda.

B&P will provide written monthly activity reports in MS Word and periodic updates on pending legislation of interest to the County. The reports will contain, when possible, specific legislation, names of contacts made, and the County's legislative priority it relates to, as well as any foreseeable legislation or ruling that may affect the County. The summaries will be given in narrative and paragraph form. B&P will identify special interest groups in a written report which may be working for or against the County's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the County's position. We will develop a schedule for research reports and other activities in order to meet all federal guidelines, standards and deadlines. We will also be available for a weekly conference call, meetings with County staff in Washington as needed, and an annual presentation to the Board in Palm Beach County, Florida.

Specifically, our federal lobbying services would be targeted to the following legislative priority areas:

Economic Development

- 1. Jobs Creation Legislation**
- 2. South Florida Inland Port**
- 3. Housing and Foreclosure Relief**
- 4. Broadband Initiatives**

5. Three Percent Withholding Tax on County Purchases
6. Restore the Partnership Act

Transportation and Infrastructure

1. Palm Tran
 - Articulated Bus Replacement
 - Hybrid Buses
2. Airport tower and Security improvements
3. Transportation – Passenger Rail FEC Corridor

Environmental and Natural Resources

1. Water Improvement Projects
 - Water & Wastewater Infrastructure Improvement
 - Glades Water Infrastructure Improvement
2. Lake Worth Lagoon Restoration
3. Loxahatchee River Land Acquisition/Restoration
4. Beach Restoration
 - Jupiter Carlin
 - Ocean Ridge
5. WRDA Language and Continuing Authority Language
6. Wetlands Reserve Program Executive Order
7. SE Florida Climate Adaptation Pilot
8. Numeric Nutrient Criteria Rulemaking
9. Property Assessed Clean Energy (PACE) Program

Health Care

1. Ryan White (HIV) Grant Funding
2. Chinese Dry Wall Remedy
3. Federal Assistance for Haitian Immigrants
4. Low Income Home Energy Assistance Program

Public Safety

1. Loss of Federal Entitlement Benefits for Inmates in County Jails
2. Federal Assistance for Public Water Connection in the Acreage

3.2.5 County resources which will be required to conduct the services.

B&P will request the County to provide the following services. Staff time to:

- a) Meet with all senior leadership at the County to analyze the current federal appropriations requests, and to conduct strategic long-term analysis for future requests.
- b) Meet with the Palm Beach Congressional offices, and the leadership in the U.S. House and U.S. Senate Appropriations Committee members.
- c) Meet with Executive branch officials to discuss alternative funding opportunities for the County projects through the Executive branch.
- d) Conduct a second round of meetings with the Palm Beach County delegation members and key Appropriation leadership members.
- e) Develop specific position papers on each issue area and updates on a regular basis.
- f) Coordinate site visits by Congressional members, and specifically the Palm Beach County Congressional Delegation, to the County to enhance the visibility and recognition of Palm Beach County's exemplary projects.
- g) Testify before Congress on issues of importance and a priority to the County.
- h) Assist conduct visits/fly-ins to Washington, D.C. for the purpose of meeting with members of Congress and their appropriations staff.
- i) Coordinate site visits by appropriations Members and staff to enhance the visibility and recognition of Palm Beach County's exemplary projects.

The County will also need to provide documentation of the need for projects, as well as, the number of temporary and permanent jobs created if the priority is approved. County officials will need to be prepared to testify, if required, and host visiting dignitaries when they visit the County.

Any expenses incurred by B&P in the representation of the County will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by Palm Beach County.

3.2.6 Description of the proposer's approach to the scheduling of work.

GOAL 1: Effectively develop funding initiatives, inclusive of annual appropriations requests and agency specific grant opportunities for Palm Beach County.

TASK 1 - Strategic Development

Strategic development is critical to any successful lobbying effort -- planning, coordinating and executing strategies to achieve the policy goals. We will work with Palm Beach County to re-examine its current government affairs plan and, if chosen, would recommend an in-depth strategy session among all the team members and the County as soon as possible. We will:

TASK 2

- a) Meet with all senior leadership at the County to analyze the current federal appropriations requests, and conduct strategic long-term analysis for future requests.
- b) Assist the County in development, drafting and submission of appropriation requests and all the supporting documentation to the Congressional offices.
- c) Meet with the Palm Beach congressional offices and the representatives of the County to introduce the 2011 legislative agenda.

TASK 3

- j) Attend congressional hearings and markups on appropriations in the U.S. House and U.S. Senate.
- k) Coordinate meetings between County representatives and the leadership in the U.S. House and U.S. Senate Appropriations Committee members.
- l) Identify and meet with Executive Branch officials to discuss alternative funding opportunities for the County projects through the Executive Branch and target the following agencies for funding opportunities: Department of Energy, Department of Agriculture, Department of the Interior, Department of Commerce, and Department of Homeland Security, among others.

TASK 4

- a) Develop and execute a strategy to ensure that the County projects are included in the preliminary bills in both the U.S. House and U.S. Senate.

- b) Encourage County representatives to initiate a second round of meetings with the Palm Beach County delegation members and key Appropriation leadership members.

TASK 5

- a) Develop a strategy to ensure that every project funded in the preliminary bills makes it into final conference reports.

These are just a few examples of areas through which we believe Palm Beach County could pursue federal funding.

GOAL 2: Establish and maintain liaison services, establish regular interaction, and assist Palm Beach County in building their influence with the entire U.S. Congress, and the Florida Congressional Delegation.

TASK 1: Work to identify public policy issues of importance to the County and develop specific position papers on each issue area, working with the government relations team and leadership at the County. These issue papers will be updated on a regular, and as warranted, basis.

TASK 2: Present the revised agenda to the Palm Beach Congressional Delegation and as appropriate, advance components of the agenda with members of the U.S. House and the U.S. Senate with legislative jurisdiction over targeted issues.

TASK 3: Coordinate site visits by congressional members, specifically the Miami-Dade Congressional Delegation, to the County to enhance the visibility and recognition of Palm Beach County's exemplary projects.

TASK 4: Identify opportunities for the County leadership to testify before Congress on issues of importance and priority.

TASK 5: Identify specific actions to be appropriately advanced that will enhance the County's relationships with the Palm Beach Congressional Delegation members and their staff.

TASK 6: Establish relationships with Appropriations Committee members of the U.S. House and U.S. Senate outside of Florida, including their key staffers.

TASK 7: Assist with the management of visits/fly-ins of County representatives to Washington, D.C. for the purpose of meeting with members of Congress and their appropriations staff.

TASK 8: Coordinate and accompany site visits by Appropriations members and staff to the County to enhance the visibility and recognition of Palm Beach County's exemplary projects.

GOAL 3: Establish and maintain liaison services, establish regular interaction, and assist Palm Beach County in establishing long-term relationships with the executive branch agencies.

It is important that the federal agencies be familiar with and feel comfortable calling upon Palm Beach County at both the political appointee and career service levels. As part of our efforts on behalf of the County, we will establish and maintain relationships with the new key policymakers. We will:

TASK 1: Set up and coordinate meetings on behalf of the County with the Obama Administration to communicate the County's perspectives on new policy initiatives for the 112th Congress as it will be important for the County to establish a relationship with the Administration leadership.

TASK 2: Advance relationships in these key departments/agencies including:

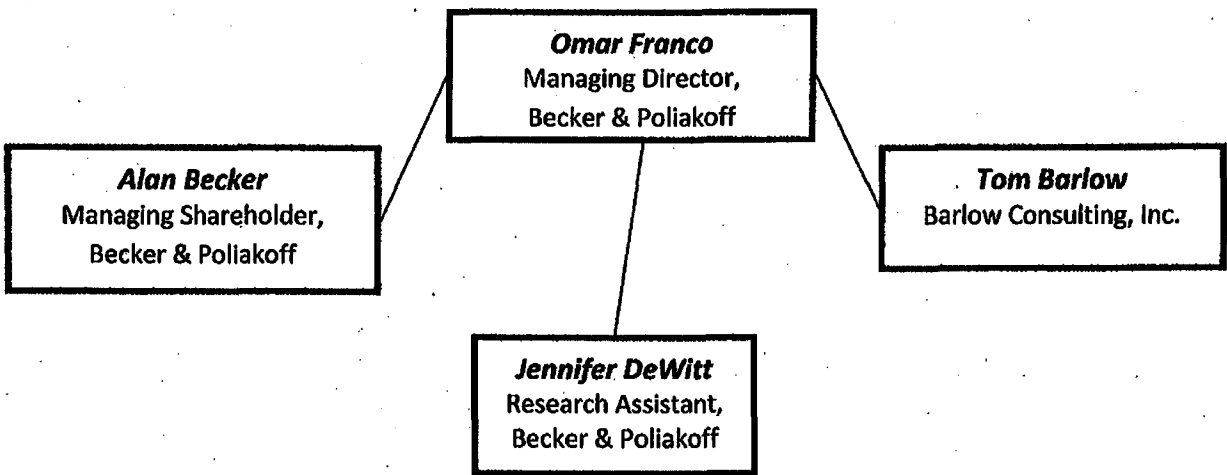
- a) White House, Offices of the President & the Vice President
 - Director for Legislative Affairs
 - Chief of Staff to the Vice President
- b) Department of Agriculture
 - USDA Under Secretary for Research, Education and Economics;
 - USDA, Administrator for Cooperative Research, Education, and Extension Services;
- c) Department of Commerce
 - Secretary of Commerce
 - Assistant Secretary for Legislative Affairs
 - Under Secretary for Oceanic and Atmospheric Administration (NOAA)
 - Assistant Administrator, National Weather Service
- d) Department of Energy
 - Assistant Secretary for Energy Efficiency and Renewable Energy
 - Program Manager, Office of Biomass Program
 - Under Secretary for Science
- e) Department of Health and Human Services
 - Secretary of Health and Human Services
 - Assistant Secretary for Health, Office of Public Health and Science
 - Administrator, Health Resources and Services Administration

- Administrator, Centers for Disease Control
- f) Department of Homeland Security
 - Administrator, Federal Emergency Management Administration (FEMA)
- g) Environment
 - Administrator, Environmental Protection Agency
 - Assistant to the President for Energy and Climate Change
- h) U. S. Department of Justice
 - Senior Policy Advisor for Crime Prevention
 - Senior Advisory, Community Capacity
- i) National Science Foundation
 - Director, Fund for the Improvement of Postsecondary Education
- j) Department of Education
 - Director, Fund for the Improvement of Postsecondary Education
- k) Housing and Urban Development
 - Director, Community and Faith Based Programs

TASK 3: Coordinate site visits by Administration officials to Palm Beach County to enhance the visibility and recognition of the County's exemplary projects among the pertinent federal departments and agencies.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

3.3.1 Organizational Chart Identifying the structure of firm.



3.3.2 Key personnel assigned to the project.



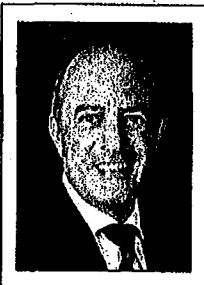
Omar Franco began federal lobbying in 1999 when he became Director of Governmental Relations for the University of Miami's School of Medicine. In 2001, the University of Miami President Donna Shalala promoted him to Assistant Vice President of Governmental Relations where he represented the university at both the federal and state levels of government and primarily worked on appropriations and health care issues.

In 2003, Omar was named Chief of Staff for Congressman Mario Diaz-Balart. Omar held this position for over four years, managing the Congressman's Washington D.C. and district operations and closely counseling the Congressman in his areas of expertise which include federal appropriations, health care, transportation, higher education and issues dealing with the state of Florida. Omar was also the lead staffer for appropriations issues in the congressional office and coordinated all of the appropriations requests for the Miami-Dade House and the Florida Senate offices. Omar assisted the Congressman in securing over \$77 million dollars in appropriation funding in the first three years alone. He worked closely on the federal funding requests for Miami-Dade and Collier Counties.

In 2007, Omar joined Petrizzo Strategic Group where he was the lead government relations consultant for Florida Gulf Coast University, Secure Wrap, Medica HealthCare Plans, and the municipalities of Hialeah, Miami Lakes and North Bay Village. Over the last three years he has worked on federal issues for the Miccosukee Tribe of Florida, Stratus Pharmaceuticals, Pacer Health, FalconTrust Air, CNL Financial Group, Charter Communications and Frontier Communications. As part of his consulting duties, Omar prepared numerous High Priority Project requests for the Miccosukee tribe and the municipal clients.

Omar founded Franco Government Relations in 2010 and represents at the federal level the Miccosukee Tribe of Florida, Florida Gulf Coast University, and the municipalities of Hialeah, Miami Lakes, North Bay Village and Hialeah Gardens, among others.

He received his Associate in Arts in Business Administration in 1985 from Miami Dade Community College where he was named to the Talent Roster for Distinguished Academic Performance. He then completed his Bachelor of Arts in English/Business in 1988 at Florida State University.



Alan Becker is a founding shareholder of the law firm of Becker & Poliakoff, P.A. and currently serves as managing shareholder. Mr. Becker directs the firm's business development, recruitment and strategic planning and works closely with the firm's litigation, government relations and international practice areas. Mr. Becker is a member of the Bar of the Czech Republic —the first practicing attorney in Florida to be licensed there.

He began his legal career in the Office of the Attorney General and as an assistant public defender (1969-1972). From 1972-1978, Mr. Becker was a State Representative in the Florida Legislature. As a member of the Legislature and the Florida Law Revision Council (1975-1976), he was the principal author and/or sponsor of much of Florida's housing legislation, including the Condominium Act, as well as the Florida Corporation Act, Mechanic's Lien Act, Evidence Code and more.

Florida Trend magazine has recognized Mr. Becker every year since inception among its Legal Elite. He is a member of the Legal Elite Hall of Fame. This designation was based upon a poll of Florida attorneys, who selected peers in the top 2% of their respective practice areas. He was also recognized by *South Florida CEO* magazine as a member of South Florida's "Power Elite" and by CAMACOL, the Latin Chamber of Commerce as "Professional of the Year". In addition, he was selected by his peers to be included in the 2006 "Best Lawyers in America" and was awarded the Global Achievement Award by the Florida Council of International Development. Mr. Becker was also rated "excellent" by Avvo Ratings, an online lawyer listing that rates and profiles attorneys. The rating is based on a mathematical model that considers the information in a lawyer's profile, including years in practice, disciplinary history, professional achievements and industry recognition.

Mr. Becker serves as Honorary Consul General for the Czech Republic for Florida. As such, he is a member of Florida's diplomatic corps. He serves in key leadership positions in economic development organizations in Florida: a member of Enterprise Florida's Board of Directors and a member of the six person Executive Committee; a member of the Executive Cabinet of Beacon Council, Miami Dade County's economic development agency, and is the former chair of the International Committee. He previously served as a board member of the Florida International Affairs Commission (FIAC) and served as secretary on the FIAC Executive Committee.

Education

J.D., University of Miami, 1969

B.A., Brooklyn College of the City University of New York, 1966



Tom Barlow is a seasoned political consultant and lobbyist with an in-depth understanding of the workings of government at the local, state and federal level. His extensive experience includes advocacy in environmental, tax, energy, transportation, health care, telecommunications, and general business issues. His keen understanding of the business community, coupled with an extensive knowledge of the workings of government, is a conduit for creative solutions. When clients retain his services, Tom becomes a true partner helping organizations succeed.

Tom lobbied for Florida Power & Light (1981-2002), MCI, Inc. (2003-2005), and Florida Atlantic University (2005-2009). He was a loaned executive to Edison Electric Institute

in Washington, D.C. Tom served as an executive in large public and private institutions, and routinely advised senior officials regarding the impact of proposed legislation. He also managed other lobbyists when a team building effort was required. Tom graduated with a Bachelor of Science in Environmental Engineering from Western Kentucky University and received a Master of Science in Environmental Engineering from Vanderbilt University.



Neil Schiller is a native of Potomac, MD and a member of the District of Columbia bar. He was a Capitol Hill intern for AIPAC and a White House intern. He has organized the local realtor's annual dc fly-in and has worked with Rep. Connie Mack (FL), Rep. Ted Deutch (FL), Rep. Alcee Hastings (FL), Rep. John Conyers (MI), Rep. Steve Rothman (NJ), Sen. Barbara Mikulski (MD), Sen. Ron Wyden (OR), Sen. Frank Lautenberg (NJ), and Sen. Daniel Akaka (HI) over the years.

In addition, Neil has solid relationships with the general counsel's office at the Department of Energy where Bryan Miller is the Sr. Counsel and Celia Sher is the associate Counsel.

3.3.3 Description of the role of each staff member.

Omar Franco will serve as primary point of contact for our representation of Palm Beach County. Omar Franco would serve 50% in servicing of the account as the point person for our representation of Palm Beach County, Tom Barlow (40%), Alan Becker (5%), and Jennifer DeWitt would assist in servicing of the account, as directed by Omar Franco and County officials.

Omar Franco will be the lead lobbyist on Capitol Hill regarding County issues. He will serve as the liaison between the County and members and their staffs in the U.S. Congress. Because of his years of experience and deep professional relationships, we feel that would best serve the County.

Tom Barlow will be the lead representative at the federal agencies. Tom has a wealth of experience and contacts within the federal agencies that can be tapped into to assure that any County issues at the agencies will be resolved in a quick and effective manner. In addition, Tom will seek and secure funding for the County's priorities.

Alan Becker will serve as strategic counsel and advisor. Alan has been the managing shareholder at Becker & Poliakoff for over thirty years and has experience and expertise in every facet of county government. As strategic counsel, Alan will be involved in all high level decisions involving the federal representation of Palm Beach County. In addition, he has extraordinary relationships at the state and federal level that will be used to ensure that the County is well represented in the halls of Congress.

Neil Schiller is an attorney and lobbyist in Becker & Poliakoff's Government Law & Lobbying Practice Group. Neil has represented a wide variety of clients before their respective County and City Commissions ranging from corporate clients to nonprofit corporations. Representation has included land use, zoning, development related issues and/or procurement of government contracts. Neil will serve as counsel to team because of his in-depth knowledge of Palm Beach County.

Jennifer DeWitt will serve as the research associate to provide all of the background information that is crucial to a top-tier lobbying effort. Jennifer will concentrate on locating grant opportunities and monitoring legislative issues of importance to the County.

3.3.4 Identify projects of a similar nature in which staff has been involved.

Omar Franco has worked on recording many funding successes for his clients in each annual appropriations cycle and is intimately familiar with the processes by which earmarked and program-funding proposals are drafted and approved at each step of the legislative process. Omar has extensive expertise and experience in effectively securing federal appropriations dollars for municipalities and other local governmental or quasi-governmental agencies. Most recently, Omar has successfully lobbied for federal appropriations funding for the following municipalities and governmental entities:

- Miccosukee Tribe, FL – Secured \$760,000 in FY09 for the Snake Road Improvements to address significant safety concerns associated with Snake Road (BIA). In the FY10 bill, the Tribe received funding for \$1,750,000 for Tamiami Trail (U.S. 41) safety improvements. For FY11, \$1.1 million for road resurfacing was included in the Omnibus bill that recently failed in Congress.
- North Bay Village, FL - Secured \$475,000 in FY09 for a Bus Facility Project within the new Municipal Public Safety Complex. In addition, Omar worked with Rep. Debbie Wasserman Schultz's office to assist North Bay Village in receiving \$4,655,000 from the American Recovery & Reinvestment Act for the Force Main project.
- Miami Lakes, FL - Secured \$570,000 in FY09 Transportation-HUD bill for vehicle procurement of two hybrid electric vehicles to provide this trolleybus service for the Port.
- Hialeah, FL - Secured \$500,000 for street and sidewalk improvements in the FY10 Transportation-HUD Appropriations bill and \$250,000 for the police equipment upgrades in the FY10 Commerce-Justice-State Appropriations under the COPS account.

In addition to our appropriations accomplishments, the entire B&P team is engaged on a daily basis in support of or opposition to various statutory (Congressional) or regulatory (Executive) policy proposals of critical interest to either our clients or the public at large. Many of these efforts have ultimately resulted in significant savings, operational adjustments, or increased protections for both clients and the consumers involved. Examples of work on these include:

- House Transportation Committee to secure funding for municipal transportation projects as High Priority Projects and water projects in the reauthorization of the Water Resources Development Act (WRDA);
- Senate Environment and Public Works Committee to secure a 31 percent increase in federal highway funds for the State of Florida in the last transportation authorization bill, SAFETEA-LU. The bill also contained a 146 percent increase for total Florida transit funding and numerous projects throughout Florida.
- Federal Emergency Management Agency (FEMA) on approval of reimbursement for clean-up costs associated with hurricane debris removal;

- Department of Homeland Security (DHS) on behalf of several clients and projects.

Barlow Consulting, Inc. has worked on numerous projects similar to Palm Beach County projects. A few examples are as follows:

- Secured \$1 million for an ocean to energy project for Florida Atlantic University from the Department of Energy. This award supplemented a \$13.9 million award from the state of Florida.
- Negotiated a \$3 million loan for a dorm refurbishment project for a West Virginia University.
- Obtained \$1 million for a dredging project in West Florida from the Corp of Engineers.
- Secured a \$75 million New Market Tax Credit award from the U.S. Treasury Department: the first major award in Florida history.

3.3.5 Detailed statement of the proposer's current workload and ability to incorporate the County's workload needs, and a list of proposer's lobbying clients.

Currently, Omar is working on fourteen clients of which three are on a project basis. Omar has a DC research assistant who also handles administrative and clerical duties. The firm Barlow Consulting has six clients.

Becker & Poliakoff, P.A. (B&P) is a diverse commercial law firm with more than one hundred and twenty-five attorneys practicing in offices throughout Florida, in New York City, New Jersey, Nassau, and Prague, Czech Republic. B&P provides its clients with legal services in seven primary areas of law including homeowner and community association; civil and complex commercial litigation; construction; real estate; custom and international trade; government law and lobbying; corporate and securities law plus other areas such as offshore asset protection, tax, and estate planning; land use and zoning; technology and telecommunications; intellectual property; collections and foreclosure; gaming, bankruptcy and financial restructuring; and more. The full resources, experience and staff of Becker & Poliakoff will be available for consultation on federal lobbying issues on an as needed basis. In addition, Becker & Poliakoff will be actively searching for a senior lobbyist with Capitol Hill experience to supplement the current federal government relations team.

B&P knows that it can definitely incorporate Palm Beach County's needs into its current workload. Because of the expertise and experience offered by the team members in this RFP, we can provide the type of personalized service that should be expected from your government relations consultants. Our team will be accessible to the County at the office, on their cell phones/PDA's, and at home when necessary and your calls will not go unanswered. Our team is prepared to be available 24 hours a day/7 days a week.

List of Current Clients:

Becker & Poliakoff

Cermar USA
City of Hialeah, FL
City of Hialeah Gardens, FL
City of North Bay Village, FL
Cortiza Construction Group, Inc.
Dade Medical College
Florida Gulf Coast University
Intuit Health
LSN Partners
Medica HealthCare Plans, Inc.
Prometrix Consulting Services
Secure Wrap, Inc.
Town of Miami Lakes, FL
Town of Southwest Ranches, FL

Barlow Consulting, Inc.
Tulepan Management
LKQ Corporation
Concord University
Texas A&M –Commerce
Complete Energy Systems
Atlantic Solar

CONCLUSION

In conclusion, Becker & Poliakoff feels that it is a results-driven, Washington, D.C.-based government relations firm that can best serve Palm Beach County as its federal lobbyist. B&P has a team of top-tier Florida lobbyists with decades of experience in influencing the federal appropriations and authorization process and public policy. Our relationships with the members of the Florida Congressional Delegation and access to senior leadership in Congress and the Executive branch will allow us to positively affect public policy outcomes to benefit Palm Beach County.

Our team-based approach to federal government relations will be rooted in developing a relationship and partnership with the County. The County will have access to all the members of the B&P team so we can bring all of our collective experience and insight to achieve success for the County.

B&P believes that we have the required qualifications, experience and relationships to best serve the interests of Palm Beach County leadership and citizens. We look forward to the opportunity to represent Palm Beach County and will be available to meet with the members of the Palm Beach County Selection Committee at their convenience.

**APPENDIX A
PROPOSAL CERTIFICATION PAGE
RFP NO. 11-033/SC**

The Proposer certifies by signature below the following:

- a. This Proposal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFP.
- b. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- c. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

NAME (PRINT): Omar Franco

TITLE: Managing Director

COMPANY: Becker & Poliakoff, P.A.

SIGNATURE: 

Please affix corporate seal or have proposal notarized.

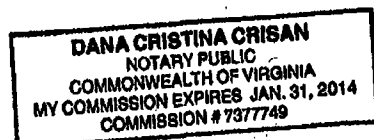
DANA CRISTINA CRISAN
Notary-Full Name

Date: 04/05/2011

OR:

(Corporation seal)

JAN. 31, 2014
(Notary Expiration & Seal)



**APPENDIX B
BUSINESS INFORMATION
RFP NO. 11-033/SC**

Full Legal Name of Entity: Becker & Poliakoff, P.A.

(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 815 Connecticut Avenue, Suite 800

Washington, D.C. 20006

Telephone Number: (202) 731-3401

Fax Number: (202) 534-1643

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- ☒ Corporation (Complete forms page(s) 42)
☐ Limited Liability Company (Complete forms page(s) 43)
☐ Partnership, General (Complete forms page(s) 44)
☐ Partnership, Limited (Complete forms page(s) 44)
☐ Joint Venture (Complete forms page(s) 45)
☐ Sole Proprietorship

Federal I.D. Number: 59-1640708

(1) If Proponent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If yes to the above, as of what date? 12/22/1975

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Omar Franco

TITLE: Managing Director

COMPANY: Becker & Poliakoff, P.A.

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? 12/22/1975
2. Where incorporated? State of Florida
3. The Corporation is held:
☐ Publicly ☒ Privately
4. Has the Corporation previously offered FEDERAL LOBBYIST SERVICES of similar size (as stated in the RFP) in the state of Florida?
☐ yes ☒ no
If yes, indicate Date: _____ Location: _____
5. Furnish the name, title, and address of each director, officer, principal manager and how long each has been employed.
6. Attach a copy of the Corporate Certificate from the Secretary of State.
7. Attach Credit references.

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 490721

Entity Name: BECKER & POLIAKOFF, P.A.

FILED
Jan 07, 2011
Secretary of State

Current Principal Place of Business:

3111 STIRLING RD.
FORT LAUDERDALE, FL 33312

New Principal Place of Business:

Current Mailing Address:

3111 STIRLING RD.
FORT LAUDERDALE, FL 33312

New Mailing Address:

FEI Number: 59-1640708

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

LESSER, STEVEN B.
3111 STIRLING RD.
FT LAUDERDALE, FL 33312 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: TD
Name: LEVINE, ALLEN M
Address: 3111 STIRLING RD.
City-St-Zip: FT LAUDERDALE, FL

Title: PD
Name: BECKER, ALAN S
Address: 3111 STIRLING RD.
City-St-Zip: FT LAUDERDALE, FL

Title: SD
Name: LESSER, STEVEN B
Address: 3111 STIRLING ROAD
City-St-Zip: FORT LAUDERDALE, FL 33312

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALAN S. BECKER

PD

01/07/2011

Electronic Signature of Signing Officer or Director

Date

APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 11-033/SC

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Federal Lobbyist Services
NAME OF PRIME BIDDER: Becker & Poliakoff, P.A.
CONTACT PERSON: Omar Franco
BID OPENING DATE: 04/06/11

PROJECT NO. OR BID NO.: RFP No. 11-033/SC
ADDRESS: 815 Connecticut Avenue, Suite 800, D.C. 20006
PHONE NO.: 202-731-3401 FAX NO.: _____
DEPARTMENT: _____

Please list the dollar amount or percentage of work to be completed by the prime on this project.
Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

		(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
<u>SBE</u>	<u>M/WBE</u>							
Name, Address and Phone Number	Minority Business Business	Small	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
Barlow Consulting, Inc. Post Office Box 294136 1. Boca Raton, Florida 33429 (561) 706-5878	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>X</u>	_____	
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)								
Total Bid Price\$ <u>120,000</u>		Total		Total SBE - M/WBE Participation <u>\$48,000</u>				

Note: 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 11-033/SC PROJECT NAME: Federal Lobbyist Services

TO: Becker & Poliakoff, P.A.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise

Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 04/05/11

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

[illegible]

at the following price or percentage \$48,000
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.

Price or Percentage None will be subcontracted.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Barlow Consulting, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: Thomas Wood Barlow
(Signature)

Thomas Woods Barlow/President
(Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor)

Date: 04/04/11

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 11-033/SC

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders/proposers having a permanent place of business in Palm Beach County ("County"); and, (2) those bidders/proposers having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders/proposers permanent place of business. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the bid or proposal submitted by the bidder/proposer to the County.

I. Bidder/Proposer is a:

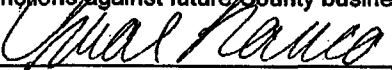
<u> X </u>	Local Business: (Please indicate):	A local business has a permanent place of business in Palm Beach County. <u> </u> Headquarters located in Palm Beach County <u> X </u> Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.
<u> </u>	Glades Business (Please indicate):	A Glades business has a permanent place of business in the Glades. <u> </u> Headquarters located in the Glades <u> </u> Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.
<u> </u>	Regional Business	The Bidder/Proposer has a permanent place of business in Broward, Martin, or Miami-Dade County.

II. The attached copy of the bidder's/proposer's Palm Beach County Business Tax Receipt verifies the bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by Omar Franco, as
(Name of Individual)

Managing Director, of Becker & Poliakoff, P.A.
(Title/Position) (Firm Name of Bidder or Proposer)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder or proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.


(Signature)

04/04/11
(Date)



**PALM BEACH COUNTY
LOCAL BUSINESS TAX RENEWAL NOTICE
RENEW BY MAIL**

BECKER & POLIAKOFF PA
BECKER & POLIAKOFF PA
625 N FLAGLER DR FL 7
WEST PALM BEACH FL 33401-4025

Please read the information below and follow the directions. I hope you have a successful year.

Anne M. Hannon

CONSTITUTIONAL TAX COLLECTOR, SERVING PBC

**NOTE: Occupational Licenses changed to local
Business Tax Receipts effective January 1, 2007.**

Account Number: 2006-04269

**HAVE YOU MOVED? CHANGED BUSINESS
NAME OR OWNERSHIP? A NEW APPLICATION
MUST BE COMPLETED. SEE REVERSE SIDE OF
THIS FORM FOR INSTRUCTIONS.**

**AN APPLICATION CAN BE FOUND AT OUR
WEBSITE: WWW.TAXCOLLECTORPBC.COM**

All Telemarketing business, Health Studios and Travel agencies must provide a copy of their current department of agriculture & consumer services license, registration or letter of exemption pursuant to Florida Statue 559 to renew their business tax receipt for 2011 tax year.
State Licensed Contractors are required to submit the required proof of a renewed state license from the department of business & professional regulations with an expiration of 2012 to renew their business tax for 2011 tax year.

You may be eligible to renew your local business tax

**** ONLINE ****.

See reverse side for instructions.

TO AVOID PENALTY RENEW BY SEPTEMBER 30, 2010

IF PAYMENT IS RECEIVED IN:

October	\$108.90
November	\$113.85
December	\$128.80
January	\$133.75

****** ATTENTION **** RENEWAL DIRECTIONS ******

1. PLEASE PAY ALL YOUR BUSINESS TAXES
(INCLUDING CONTRACTORS COUNTY AND
COUNTYWIDE) WITH A SINGLE CHECK.

2. PLEASE DO NOT FOLD, STAPLE
OR PAPER CLIP THE NOTICE.

3. USE THE ENCLOSED ENVELOPE TO
RETURN THE RENEWAL NOTICE(S)
AND SIGNED CHECK.

Page 33A

*** DETACH AND RETURN BOTTOM PORTION ***

PALM BEACH COUNTY LOCAL BUSINESS TAX RENEWAL NOTICE



Anne M. Gannon, Tax Collector
P.O. Box 3715
West Palm Beach, FL 33402-3715
WWW.TAXCOLLECTORPBC.COM Tel:(561) 355-2272

BECKER & POLIAKOFF PA
BECKER & POLIAKOFF PA
625 N FLAGLER DR FL 7
WEST PALM BEACH FL 33401-4025

Account Number: **2006-04269**

Dear Business Owner:

This is your new local business tax receipt. Please keep the upper portion for your records and detach the bottom of this form. Verify the information and display it conspicuously at your place of business, open to the view of the public.

This receipt is in addition to and not in lieu of any license required by law or municipal ordinance and is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 72-7).

Receipts may be transferred to a new owner when evidence of a sale is provided; the original receipt is surrendered and a transfer fee is paid.

Receipts may be transferred to a new location when proof of zoning approval is provided; the original receipt is surrendered and a transfer fee is paid.

Business name changes require a new receipt.

This receipt expires on **September 30, 2011**. Renewal notices are mailed at the end of June. If you do not receive the notice by the end of July, please let us know.

I hope you have a successful year.

Anne M. Gannon

Tax Collector

*** DETACH AND DISPLAY BOTTOM PORTION, AND KEEP UPPER PORTION FOR YOUR RECORDS ***

2006-04269

STATE OF FLORIDA
PALM BEACH COUNTY
LOCAL BUSINESS TAX RECEIPT
EXPIRES: SEPTEMBER - 30 - 2011

OS-012

CLASSIFICATION

BECKER & POLIAKOFF PA
BECKER & POLIAKOFF PA

LOCATED AT

CNTY 99.00

625 N FLAGLER DRIVE 7TH FLOOR
WEST PALM BEACH FL 33401

TOTAL 99.00

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

LAW OFFICE

THIS IS NOT A BILL - DO NOT PAY

PAID. PBC TAX COLLECTOR
99.00 BTR 049 01736154 09/02/2010

ANNE M. GANNON
TAX COLLECTOR, PALM BEACH COUNTY

THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED
BY TAX COLLECTOR

CITY OF WEST PALM BEACH
DEPARTMENT OF CONSTRUCTION SERVICES



Dear Business Owner,

This is your Local Business Tax Receipt / Certificate of Use for the 2010 to 2011 business year. I appreciate your participation in the continued growth of the City of West Palm Beach. If we can be of assistance, please do not hesitate to contact us by telephone or fax at the numbers shown below. Please read the Instructions carefully regarding the posting of this Business Tax Receipt / Certificate of Use. Furthermore, please be advised that, pursuant to Section 22-39 of the City's Code of Ordinances, a Certificate of Use may be suspended or revoked upon certain violations of City, County or State law.

Sincerely,

Doug Wise, CBO
BUILDING OFFICIAL

FOR INFORMATION CALL (561) 805-6700 OR FAX (561) 805-6676 / HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE DETACH BELOW ▼ AND POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



CITY OF WEST PALM BEACH

2010 to 2011 LOCAL BUSINESS TAX RECEIPT / CERTIFICATE OF USE

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000016022
BECKER & POLIAKOFF PA
625 N FLAGLER DR

ALL PROFESSIONALS TO BE
LICENSED INDIV

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
9151	641110	OFFICE OF LAWYER	86.81
CHANGES		PENALTIES	0.00
		TOTAL➡	86.81
THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED		** PAID	86.81
		** BAL **	0.00

EXPIRES
SEPTEMBER 30,
2011

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 11-033/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

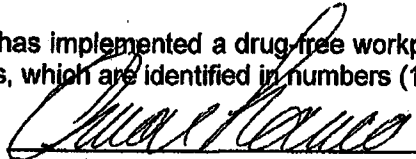
Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by
Omar Franco the
(Individual's Name)

Managing Director of
Becker & Poliakoff, P.A.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

04/04/11
Date

**APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 11-033/SC**

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared Omar Franco, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☒ an individual or
☐ the _____ of _____
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 815 Connecticut Avenue, Suite 800
Washington, D.C. 20006

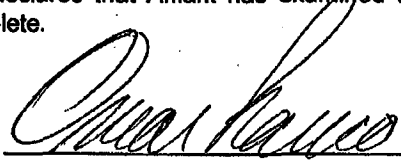
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

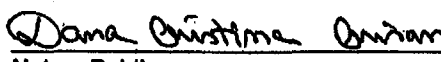
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.



Omar Franco, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 5th day of April, 2011, by OMAR FRANCO, [] who is personally known to me or [☒] who has produced SATISFACTORY as identification and who did take an oath.



Notary Public
DANA CRISTINA CRISAN
(Print Notary Name)
State of ~~Florida~~ at Large
My Commission Expires: JAN. 31, 2014

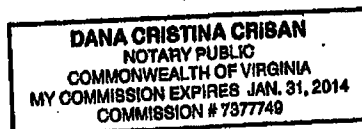


EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

Alan Becker, 3111 Stirling Road, Fort Lauderdale, FL 33312-6525

Gary Poliakoff, 3111 Stirling Road, Fort Lauderdale, FL 33312-6525

All other ownership interests are withheld as a privately held corporation.

AMENDMENT No. 1

DATED: March 23, 2011

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 11-033/SC

Title: Federal Lobbyist Services

REVISED Request for Proposal Due Date: April 6, 2011

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The date for receipt of proposals has been changed from April 1, 2011, to April 6, 2011. The time remains 4:00 p.m. local time."
2. Section 1.7 TIMETABLE is revised as follows:

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Deadline for receipt of proposals	4/6/11	4:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Selection Committee Meeting	4/15/11	9:30 a.m.	Purchasing Department 50 S. Military Trail RM# N1-142 North/South W. P. B., FL 33415
Oral Presentations (if conducted)	4/22/11	9:30 a.m.	Purchasing Department 50 S. Military Trail RM# N1-142 North/South W. P. B., FL 33415
Posting Date of Notice of Intent to Award	4/27/11		Purchasing Department 50 S. Military Trail, Ste. 110 W.P.B., FL 33415
BCC Award Date	6/7/11		Governmental Center 301 N. Olive Avenue, 6th Floor W.P.B., FL 33401

Contract Start Date 6/7/11

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 11-033/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

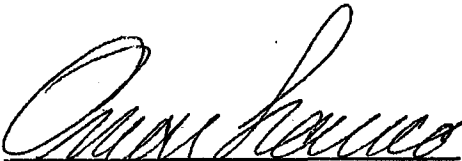
NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.



Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

Becker & Poliakoff, P.A.
COMPANY NAME



SIGNATURE

04/04/11
DATE

EXHIBIT C **SCHEDULE OF PAYMENTS** **Contract No. 11-033/SC**

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

<u>MONTH</u>	<u>PAYMENT</u>	<u>TOTAL COST TO DATE</u>
7/2011	3,750.00	3,750.00
8/2011	3,750.00	7,500.00
9/2011	3,750.00	11,250.00
10/2011	3,750.00	15,000.00
11/2011	3,750.00	18,750.00
12/2011	3,750.00	22,500.00
1/2012	3,750.00	26,250.00
2/2012	3,750.00	30,000.00
3/2012	3,750.00	33,750.00
4/2012	3,750.00	37,500.00
5/2012	3,750.00	41,250.00
6/2012	3,750.00	45,000.00
7/2012	3,750.00	48,750.00
8/2012	3,750.00	52,500.00
9/2012	3,750.00	56,250.00
10/2012	3,750.00	60,000.00

Deliverable(s) Required:

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angela Nervi-Saketkoo
Corporate Insurance Advisors	PHONE (A/C, No, Ext): (954) 315-5000 FAX (A/C, No): (954) 315-5050
100 NE 3rd Avenue	E-MAIL ADDRESS: ANervi@ciafl.net
Suite 1000	PRODUCER CUSTOMER ID #: 00000188
Ft. Lauderdale FL 33301	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Hartford Insurance Co
Becker & Poliakoff, PA	INSURER B: Commerce and Industry Insuranc
3111 Stirling Rd.	INSURER C: Chicago/Axis/Starr Indemnity
Ft. Lauderdale FL 33312	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11-12 Pkg, XS, WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		21UUNUV1630	3/24/2011	3/24/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		21UUNUV1630	3/24/2011	3/24/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE014748457	3/24/2011	3/24/2012	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21WBZ15000	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability		LWB2100290/MGN749621/ SISIPRX26500010	12/22/2010	12/22/2011	Aggregate \$30,000,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

(561) 242-6708 scushnie@pbcgov.com

Palm Beach County
c/o Purchasing Dept
Attn: Sharon Cushnie, Sr. Buyer
50 S Military Trail
Suite 110
West Palm Beach, FL 33415

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Schwartz/ANGFL

ACORD 25 (2009/09)
INS025 (200909)

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**CONTRACT FOR
FEDERAL LOBBYIST SERVICES
(Contract No. 11-033/SC)**

This Contract No. 11-033/SC is made as of this _____ day of _____, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Alcalde & Fay, 2111 Wilson Boulevard, 8th Floor, Arlington, VA 22201, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide federal lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated March 30, 2011, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Todd Bonlarron, Director, Legislative Affairs Department, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be L.A. "Skip" Bafalis and Jim Davenport, telephone number (703)841-0626.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A, Scope of Work/Services; (2) the provisions of RFP No. 11-033/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated March 30, 2011; (4) Exhibit C, Schedule of Payments; and (5) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONSULTANT shall commence services on July 1, 2011, and complete all services by October 31, 2012, with three (3) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Sixty Thousand Dollars (\$60,000.00).

The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) for sixteen (16) months, for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those

charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the

COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT's employees or subcontractors are required under this Contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

1. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.
2. The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.
3. The CONSULTANT incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or

dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

4. The CONSULTANT understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.
5. The CONSULTANT further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.
6. After contract award, the successful CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.
7. The CONSULTANT understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.
8. The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONSULTANT to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Sharon Cushnie, Senior Buyer.

The CONSULTANT shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONSULTANT shall agree that all insurance coverage required herein shall be provided by CONSULTANT to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** CONSULTANT shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONSULTANT owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONSULTANT agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review

and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- F. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, the CONSULTANT shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage.
- H. **Umbrella or Excess Liability:** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability,

Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

The CONSULTANT agrees that no employee of the firm who is registered as a federal lobbyist for the COUNTY shall lobby the COUNTY on behalf of third parties.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of

indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 24 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity and expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Todd Bonlarron, Director
Legislative Affairs Department
Palm Beach County
Governmental Center
301 N. Olive Avenue
West Palm Beach, FL 33401

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Alcalde & Fay
c/o L.A. "Skip" Bafalis
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chairperson

WITNESS:

Signature
JIM DAVENPORT
Name (type or print)

Signature
Paul Schleutger
Name (type or print)

CONSULTANT:

Alcalde & Fay
Company Name

Signature
L.A. "Skip" Bafalis
Typed Name

Managing Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 11-033/SC

1. PURPOSE

Palm Beach County (COUNTY) is requesting proposals to contract with an experienced and qualified federal lobbyist to represent the COUNTY and assist the Legislative Affairs Department (LAD) in monitoring legislative, executive and regulatory activity at the federal government level.

2. HISTORY AND BACKGROUND

The COUNTY has maintained a contract for at least the past ten years for the services of federal lobbying consultants to assist LAD in monitoring legislative, executive and regulatory activity at the federal government level. On an annual basis the consultants assist LAD with monitoring federal legislative priorities that are developed by the LAD and the Board of County Commissioners (BOARD).

The COUNTY currently monitors the following issues:

1. Lake Okeechobee Scenic Trail
2. Farm to School Programs/Nutrition and Wellness
3. Nutrition Labeling
4. Reauthorization of the Farm Bill
5. Child Nutrition and Reauthorization Law
6. Port Security Funding
7. Telecommunications
8. FEMA Funding for Parks & Recreation/Pre-Disaster Mitigation Programs
9. Health Issues
10. Interstate Moving Laws
11. Pittman Robertson – Funding for Public Ranges
12. FY2012 Appropriations for HUD Programs
13. Medicaid Funding
14. Comprehensive Everglades Restoration Plan and Herbert Hoover Dike Repairs
15. Film and Television Production Industry Act
16. Funding for Homeless Programs
17. Law Enforcement Funding (Byrne Grants, Gang Violence and Reentry Programs)
18. Chemical Security Legislation
19. Transportation Funding Firewalls

3. SCOPE OF WORK

CONSULTANT shall provide services to include, but are not limited to the following:

1. Represent the COUNTY and the BOARD before U.S. Congress and Federal agencies.

2. Secure funding for programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities. Specific areas Alcalde & Fay will take the lead include:
 - a. Environmental and Natural Resources
 - b. Health and Human Services

An equal responsibility that all CONSULTANTS for the COUNTY will share include:

- a. Transportation and Infrastructure.
3. Work closely with COUNTY Administration, the Director of Legislative Affairs and COUNTY staff in researching current issues and providing background information.
 4. Coordinate with COUNTY's Congressional Delegation in gaining support for the COUNTY's federal agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key federal contacts.
 5. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.
 6. Identify key Congressional contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's federal agenda.
 7. Provide written monthly activity reports (MS Word) and periodic updates on pending legislation. Reports must contain, when possible, specific legislation, names of contacts made, and the COUNTY's legislative priority it relates to as well as any foreseeable legislation or ruling that may affect the COUNTY. Such summaries may be given in paragraph form.
 8. Identify special interest groups in a written report (MS Word) which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.
 9. Develop a schedule for research reports (MS Word or Excel) and other activities in order to meet all federal guidelines, standards and deadlines.
 10. CONSULTANT must be available for a weekly conference call, meetings with COUNTY staff in Washington as needed, and an annual presentation to the BOARD in Palm Beach County, Florida.

More specifically, these services would be related to the following legislative priority areas:

Transportation and Infrastructure

1. Palm Tran
 - Articulated Bus Replacement
 - Hybrid Buses
4. Airport tower and Security improvements
5. Transportation – Passenger Rail FEC Corridor

Environmental and Natural Resources

1. Water Improvement Projects
 - Water & Wastewater Infrastructure Improvement
 - Glades Water Infrastructure Improvement
2. Lake Worth Lagoon Restoration
3. Loxahatchee River Land Acquisition/Restoration
4. Beach Restoration
 - Jupiter Carlin
 - Ocean Ridge
5. WRDA Language and Continuing Authority Language
6. Wetlands Reserve Program Executive Order
7. SE Florida Climate Adaptation Pilot
8. Numeric Nutrient Criteria Rulemaking
9. Property Assessed Clean Energy (PACE) Program

Health Care

1. Ryan White (HIV) Grant Funding
2. Chinese Dry Wall Remedy
3. Federal Assistance for Haitian Immigrants
4. Low Income Home Energy Assistance Program

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EXHIBIT B
CONTRACTOR'S PROPOSAL DATED March 30, 2011
Contract No. 11-033/SC
(88 Pages)

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

March 30, 2011

Ms. Sharon Cushnie, Senior Buyer
Palm Beach County Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415

Dear Ms. Cushnie:

Alcalde & Fay is pleased to submit the enclosed response to Palm Beach County's Request for Proposals for Federal Lobbyist Services (RFP No. 11-033/SC).

We have provided federal lobbying and public affairs services for the last 38 years. Over the course of our work for clients, we have helped raise awareness in Congress on issues of importance to public entities and assisted in obtaining federal support in areas such as transportation infrastructure, public safety, public health, economic development, social services, and workforce development.

Alcalde & Fay, one of the first government and public affairs firms to specialize in federal advocacy for public bodies, has one of the largest municipal client bases of all lobbying firms in the nation. This fundamental practice has provided us with the experience necessary to manage all of Palm Beach County's federal legislative priorities. Over the years, I personally gained great insight into the uniqueness of Palm Beach County, while serving in various elective offices representing the County in the Florida House of Representatives, the Florida Senate and the U.S. Congress. Furthermore, the members of the proposed client team have represented numerous public entities in Palm Beach County for several years, including Riviera Beach, Boca Raton, Jupiter, the Children's Services Council of Palm Beach County, Palm Beach State College, and the Florida Inland Navigation District.

In addition to Alcalde & Fay's representation of Palm Beach County entities, the firm also provides federal lobbying services to several counties in Florida, including Hendry, Hillsborough, Lake, Marion, Miami-Dade, Okaloosa, Orange, Osceola, and Seminole, and thus we are well versed on a myriad of federal issues impacting counties in Florida. Likewise, we bring a strong bipartisan orientation to our public and government affairs activities such that regardless of the political shifts in Congress or the Administration, Alcalde & Fay is poised to work with leadership from both sides of the aisle.

Our knowledge of the Washington process and our long-standing working relationships with members of Congress, congressional committees and staff, and federal agencies ensures the kind of successes our public clients have attained. We believe that given our knowledge, experience, approach, and strong working relationships with key Washington players, Alcalde & Fay is uniquely qualified and well prepared to provide the full spectrum of federal consulting services to the County.

We are certain you will find that no other firm has the combination of success in representing public bodies and the understanding of specific needs of the County to assist in the critical initiatives currently being pursued by Palm Beach County.

Alcalde & Fay would be privileged to have the opportunity to work on behalf of the Palm Beach County to serve as its voice in Washington.

Sincerely,

A handwritten signature in black ink, appearing to read "L.A. Skip Bafalis". The signature is stylized with a large, bold "L" and "A", and a cursive "Skip" and "Bafalis".

L.A. "Skip" Bafalis

Partner

Alcalde & Fay

2111 Wilson Boulevard, 8th Floor

Arlington, VA 22201

Phone: 703-841-0626

Fax: 703-243-2874

Bafalis@Alcalde-Fay.com

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3.1 Firm Experience/Qualifications/Background/References

Founded in 1973 by Hector Alcalde, Alcalde & Fay is a government and public affairs firm headquartered in Arlington, Virginia, a short distance from the nation's Capitol. For over 38 years, Alcalde & Fay has successfully managed issues and represented a broad range of clients before the United States Congress and the Executive Branch. The firm has built a distinguished reputation for effective public policy representation on behalf of numerous municipal governments, as well as a myriad of corporations including those in the transportation, maritime, environmental, communications, health care, energy and defense industries.

Since its inception Alcalde & Fay has represented a broad spectrum of counties, cities, airport and seaport authorities, and school districts as well as private sector clients. Currently, our firm provides services to more than 120 clients, over 90 of which are public sector clients. Successful representation of public and quasi-public entities is a highly refined niche requiring a specialized skill-set only acquired by experience in representing such organizations; a niche in which Alcalde & Fay has honed our expertise. This expertise with public sector clients is illustrated by the fact that we have continuously represented the Tampa Port Authority, our firm's first client, for over 38 years. In addition, many of our public clients have utilized our services for at least ten years, and some for fifteen years and more.

The firm counts 40 partners and professionals on its staff including a former Member of Congress, senior staff from Capitol Hill and the Executive Branch, and

presidential appointees, all of whom reflect a rich diversity in both background and expertise. Other partners and associates have backgrounds in public relations, journalism, marketing and law.

Drawing on the expertise of our staff, we are able to provide effective advocacy on behalf of clients with Congress, regulatory agencies, the White House and numerous federal agencies; we have worked closely with many members of Congress, congressional staff and political appointees, several of whom are in positions of seniority and leadership. These relationships, combined with our understanding and experience in the public policy decision-making process in Washington, enable us to be effective advocates for our clients' goals.

Alcalde & Fay will be your eyes, ears and voice in Washington D.C. – representing you before Congress and the Executive Branch, guiding your issues and projects through the various processes, whether it is obtaining specific funding for a project or helping you shape federal policy.

3.1.1 LOBBYING EXPERIENCE AND PROVEN SUCCESS FOR LOCAL GOVERNMENTS

Appropriations and Authorizations

Alcalde & Fay has decades of experience navigating the appropriations and authorizing processes on Capitol Hill and assisting our clients in obtaining directed funding for public projects. Our range of expertise is broad and substantial – from transportation and infrastructure projects to those related to environment and water resources; law enforcement and emergency services; community and economic

development; health and social services; among others. This breadth of expertise is a great benefit to our clients, particularly in exploring funding opportunities outside the regular funding streams.

The best evidence of our work on congressional appropriations can be found in our *Samples of Successes* included in the Appendices at Tab F. In addition, we have provided examples of appropriations obtained by our clients under several of the issue areas below.

Bill Drafting and Gaining Support for Proposed Legislation

Legislative representation is a major cornerstone of our practice group. Most of our clients have retained us in some form or another with the knowledge that the legislative and executive processes of government are critical to their interests. Our governmental consultants have extensive experience in bill and amendment drafting, tracking legislation and all other components of effective legislative representation.

To the extent the County's objectives are best achieved through the introduction of new legislation, resolutions and/or amendments, Alcalde & Fay is prepared to assist the County in drafting and delivering that legislation to the appropriate congressional channels. As an example, we have helped clients insert particular legislative provisions into major authorizing legislation, such as the Water Resources Development Act, to allow work to proceed on environmental restoration projects with assurance that expenses would be credited prior to project approval. In another instance, we were successful in stripping a provision from legislation that would have reduced assistance for legal aliens from the immigration reform bill. For another client we helped secure

legislation making maintenance of ferry channels a federal responsibility. In each of these examples, our expertise and knowledge of the legislative process helped us be successful on behalf of our clients.

Protecting/Advocating Clients' Positions on Proposed Legislation

Once we have identified the County's most pressing legislative priorities, we would identify the players and decision-makers, determine a tactical plan, create the advocacy documents and implement a strategy to support, oppose or change that policy.

We can routinely identify opportunities for the County to submit comments on policy issues and rule changes that could impact its programs. We can assist the County in crafting those comments, as well as in soliciting political support from the County's congressional delegation and committee staff, when appropriate. We will assist in drafting letters and other advocacy documents for Congress and other federal agencies, and coordinate meetings with congressional and agency officials to advance the priorities of the County.

Furthermore, we regularly work with organizations such as the National Association of Counties, National Governors Association, U.S. Conference of Mayors, and the National League of Cities in order to seek assistance and/or to learn about some new program or development. From time to time, these organizations also seek our assistance on an issue or with a member who has impact on their agenda. Given our recognized expertise and our working relationship with a wide variety of associations

and organizations, we can help make the County a developer of public policy and not just a "reactor" to policy that others have initiated.

Environmental and Water Resources

Alcalde & Fay has a long history of leadership in environmental issues, ranging from broad environmental policy issues such as climate change and clean air policy, to congressionally-directed funding for public bodies for energy efficiency and water infrastructure projects.

Our experience in clean air initiatives includes extensive work on acid rain, climate change, hazardous air pollutants, and ozone depletion. Moreover, Kevin Fay, President of Alcalde & Fay, and Executive Director of the International Climate Change Partnership (ICCP), has extensive experience in dealing with the Administration, Congress, the Environmental Protection Agency (EPA), Council on Environmental Quality, and other departments and agencies on a wide variety of international and domestic environmental issues.

Likewise, we have worked closely with local governments to identify discretionary funding opportunities through the Environmental Protection Agency, Department of Agriculture and Army Corps of Engineers for environmental, water and wastewater infrastructure.

As a testament to our expertise in this arena, we have included a list of some of our successes on behalf of these public bodies in environmental and water resource issues:

- Assisted a Florida municipal government in achieving a re-rating of its waste-to-energy facility without significant plant modifications estimated to cost more than \$20 million;
- \$1.5 million for the environmental restoration of Lake Mead, University of Nevada Las Vegas, NV;
- \$500,000 for a CNG fueling facility upgrade, \$500,000 for a landfill gas conversion facility and \$1.218 million for purchase of CNG transit buses, Sonoma County, CA;
- \$951,000 for bio-diesel cellulosic ethanol research facility, Hendry County, FL;
- \$951,000 for Green Initiative project, Miami, FL;
- \$30.059 million for the Florida Keys Water Quality Improvement Program, Key West, FL;
- \$3.4 million for wastewater and sewer infrastructure improvements North Miami Beach, FL; and
- \$850,000 relief on water contamination resolution, Riviera Beach, FL.

Health and Human Services

Alcalde & Fay has experience in assisting public entities with their health and human service needs, having helped clients obtain essential funds for various community-based projects and programs, including: training and employment services; health resources; substance abuse, mental and public health services; and literacy. Moreover, we have worked with several federal agencies to affect policy intended to promote programs for public health and we routinely monitor federal grant opportunities through the Administration for Children and Families, Maternal Child Health Bureau, Health Resources and Services Administration, and the Substance Abuse & Mental Health Services Administration.

Alcalde & Fay has participated in the process to reauthorize such programs as the Summer Food Service Program (SFSP), the Child and Adult Care Food Program (CACFP), State Administrative Expenses (SAE), the Special Nutrition Program for Women, Infants and Children (WIC) and as well as other smaller pieces of this

comprehensive legislation. We have also monitored legislation to reauthorize the State Children's Health Insurance Program (SCHIP) and amend the School Breakfast Program and the National School Lunch Program. Alcalde & Fay will continue to monitor the progress of reauthorization and alert Palm Beach County to any relevant developments or opportunities to influence policy. Examples of our clients' health and human service successes include:

- \$285,000 for the Community Dental Clinic, Hillsborough Community College, FL;
- \$1 million for community-based multi-use AIDS-HIV housing, Hillsborough County, FL;
- \$690,000 for facilities and equipment at the William F. "Bill" Dickinson Senior Center, City of Homestead, FL;
- \$95,000 for the Nurse Family Partnership, Children's Services Council of Palm Beach County, FL;
- \$797,000 for substance abuse and mental health Programs, Community Rehabilitation Center, FL; and
- \$350,000 for homeless shelters, Osceola County, FL.

Transportation and Highway Infrastructure

Alcalde & Fay has long been considered an expert in the federal transportation field and has actively advocated on behalf of large metropolitan governments and mass transit entities on policy, appropriations, authorizations, and tax issues. Most of our public clients have substantial transportation infrastructure needs that we were proud to provide assistance in fulfilling, including intermodal transportation facilities, light rail projects, buses and bus facilities, and highway and road projects. Alcalde & Fay has been particularly successful in maximizing opportunities for our clients to benefit from funding through the annual Transportation and Housing and Urban Development Appropriation Bill and the six year surface transportation reauthorization bills.

We were recently referred to as among "Washington's biggest bats in the transportation lineup" by the Center for Public Integrity. In the last major transportation reauthorization bill, enacted in 2005, Alcalde & Fay's clients who sought funding in the legislation received a total of over \$358 million for a variety of highway-related projects.

Alcalde & Fay will work to ensure that Palm Beach County receives a significant share of federal funding to fulfill its transportation and transit goals. Examples of transportation infrastructure and transit projects for which we have previously assisted our clients in securing federal funding are as follows:

- \$23.4 million for Metrorail Orange Line expansion, Miami-Dade County, FL;
- \$30 million for rail corridors, Miami-Dade County, FL;
- \$9.5 million for buses and bus facility, Miami-Dade County, FL;
- \$2.8 million for State Road A-1-A improvements, City of Deerfield Beach, FL;
- \$7.875 million for improvements to State Road 80, Hendry County, FL;
- \$2.2 million for the replacement of Sharpes Ferry Bridge, Marion County, FL;
- \$20.7 million to widen US Highway 17-92/US 192, Osceola County, FL;
- \$4 million for I-75 & Pines Blvd. Interchange Improvements, Pembroke Pines, FL;
- \$1.6 million for an automated traffic management system, Boca Raton, FL;
- \$5.6 million for widening SW 328 and \$2 million for widening SW320, Homestead, FL; and
- \$56.5 million to widen and improve I-4, Hillsborough County, FL.

Telecommunications

Alcalde & Fay is actively involved in issues related to the regulation of the telecommunications and media broadcast industry and has played a central role in efforts to legislate in the areas of digital television, the auction of spectrum, licensing, construction permits, and digital transition. We also have a specific expertise in

advocating on behalf of Spanish-language broadcasting interests (clients have included Telemundo Television Network and the Hispanic Broadcasting Corporation).

Moreover, we have a considerable background addressing the impact telecommunications legislation may have on cities and counties. On behalf of these entities we have:

- Helped to secure a Special Temporary Authorization from the Federal Communications Commission for continued use of the City's police, fire and rescue wireless services, relieving the City of large fines while the City finished its application materials, City of Boca Raton, FL;
- Helped to secure \$680,000 to provide advanced telecommunications systems for district schools, Houston Independent School District, TX;
- Worked to secure two-dish satellite compliance language in the Satellite Home Viewer Extension and Reauthorization Act, Religious Voices in Broadcasting;
- Helped secure a universal hard-date for broadcasters to transition to digital television without an expedited vacation of spectrum occupied disproportionately by religious broadcasters, Religious Voices in Broadcasting;
- Developed FY 2010 NDAA Title III to assess need for two pilot Secure Telework Centers (STC) to be authorized in the Greater Washington Metropolitan Area for federal employees, The Silver Companies, VA; and
- Helped to secure \$2.605 million for UNLV telemedicine network, University of Nevada, Las Vegas, NV.

Law Enforcement/Public Safety/Homeland Security

With regard to law enforcement, homeland security, and public safety, many of our municipal clients have benefited from our representation in this area. Public safety, law enforcement and homeland security issues are bipartisan issues that have broad support, particularly in regards to funding for first-responders, communication interoperability and crime prevention. We continuously monitor and advocate that resources be directed toward crime-fighting technology, juvenile delinquency programs, emergency responders, and a wide array of other homeland security-related

enhancements for our public clients, as they are on the front lines of law enforcement and crime prevention in their communities. A sample of our clients' successes in obtaining support for public safety is included below:

- \$545,200 for emergency operations communications equipment, Hendry County, FL;
- \$1.8 million for an emergency operations center, Lake County, FL;
- \$750,000 for emergency operations center, Lauderdale Lakes, FL;
- \$450,000 for a Department of Justice Universal Law Enforcement Hiring Program, Deerfield Beach, FL;
- \$450,000 for methamphetamine enforcement and cleanup, Hillsborough County, FL;
- \$660,000 for law enforcement technology and fingerprint identification equipment, Marion County, FL;
- \$750,000 for an emergency operations center, Marion County, FL; and
- \$500,000 for law enforcement technology, Okaloosa County, FL.

Economic Development

Alcalde & Fay has worked extensively on behalf of our public clients with Congress and several federal agencies, including the Department of Housing and Urban Development and the Economic Development Administration, to obtain funding for downtown improvement, economic development, urban redevelopment and parks. A summary of several of our clients' success in these areas include:

- \$950,000 for the Pearl City Master Plan, Boca Raton, FL;
- \$300,000 to revitalize downtown, Clearwater, FL;
- \$196,514 for business resource center and business development training, Lauderdale Lakes, FL;
- \$500,000 for an agriculture center, Osceola County, FL;
- \$1.68 million cumulative under Economic Development Administration for workforce training center, Hillsborough Community College, FL; and
- \$502,500 for an urban retail development project, Riviera Beach, FL.

3.1.2 REFERENCES

Hendry County, Florida

Judi Kennington-Korf, County Administrator

Courthouse Square

165 S. Lee St.

LaBelle, Florida 33975

Phone: 863-675-5221/Fax: 863-675-5317

Dollar amount of contract: \$60,000 annually

Dates of service: 2003 to present

Scope of Work: Federal consulting services on appropriations, transportation, public safety, economic development, environmental and public health.

Hillsborough County, Florida

Edith M. Stewart, Public Affairs Officer

County Center, 26th Floor

601 E. Kennedy Blvd.

Tampa, Florida 33602

Phone: 813-276-2640/ Fax: 813-272-5248

Dollar amount of contract: \$78,000 annually

Dates of service: 1994 to present

Scope of Work: Federal consulting services on appropriations, transportation, public safety, economic development, environmental and public health.

Marion County, Florida

Lee Niblock, County Administrator

601 SE 25th Avenue

Ocala, Florida 34471

Phone: 352-438-2300/ Fax: 352-671-8451

Dollar amount of contract: \$60,000 annually

Dates of service: 2006 to present

Scope of Work: Federal consulting services on appropriations, transportation, public safety, economic development, environmental and public health.

Miami-Dade County, Florida

Joe Rasco, Director, Office of Intergovernmental Affairs

Stephen P. Clark Center

111 N.W. 1st Street, Suite 1032

Miami, Florida 33128

Phone: 305-375-5600/ Fax: 305-375-5639

Dollar amount of contract: \$190,000 annually

Dates of service: 1987 to present

Scope of Work: Federal consulting services on appropriations, transportation, public safety, economic development, environmental and public health.

Osceola County, Florida

Maria Grulich Toumazos, Economic Development Administrator

1 Courthouse Square

Kissimmee, Florida 34741

Phone: 407-742-4200/ Fax: 407-742-2010

Dollar amount of contract: \$72,000 annually

Dates of service: 1998 – 2009; 2010 - present

Scope of Work: Federal consulting services on appropriations, transportation, public safety, economic development, environmental and public health.

3.2 Project Approach/Understanding

3.2.1 UNDERSTANDING OF MAJOR METROPOLITAN COUNTY ISSUES, INCLUDING SPECIFIC KNOWLEDGE OF PALM BEACH COUNTY.

The members of the proposed Palm Beach County Client Team have had several years of experience representing public clients within Palm Beach County.

L.A. 'Skip' Bafalis, proposed client team leader, is a former five-term Congressman from the Town of Palm Beach, Florida. He began his political career in Palm Beach County with election to the Florida House of Representatives and then served in the Florida Senate for two terms. He then served ten years in the U.S. Congress and was the Republican nominee for Governor of Florida in 1982. In addition to representing Palm Beach County in Congress, Mr. Bafalis continues to assist the region's interest on Capitol Hill and with the Administration, serving as Alcalde & Fay's client team leader for the cities of Riviera Beach and Boca Raton, where he has assisted them in obtaining millions in federal funding assistance and policy initiatives for more than a decade.

Jim Davenport, Partner at Alcalde & Fay, serves as the client team leader for the Children's Services Council of Palm Beach County, Palm Beach State College and the Florida Inland Navigation District. Likewise, Nancy Engelhardt, Associate, grew up in Boca Raton and attended Palm Beach County schools before leaving south Florida to attend the University of Florida; she previously worked for Congressman E. Clay Shaw and continues to work with Palm Beach County entities at the firm.

We are well versed on a myriad of federal issues impacting counties (both large and small) in Florida and in other states across the country. In conjunction with our client team's experience providing federal consulting services to Palm Beach County's public entities, Alcalde & Fay provides representation to several major metropolitan counties in Florida, such as Miami-Dade, Orange, Okaloosa, Hillsborough, Marion, Lake, Seminole, Osceola and Hendry. In addition, we represent Fulton County, Georgia and several counties in California, New Mexico, and Virginia.

3.2.2 ABILITY TO ESTABLISH, MAINTAIN AND ENHANCE WORKING RELATIONSHIPS BETWEEN COUNTY ELECTED OFFICIALS AND STAFF, AND THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FEDERAL GOVERNMENT AND RELEVANT FEDERAL AGENCIES.

Executive Branch Relationships

The varied nature of our practice and the diverse backgrounds of our professional staff allow Alcalde & Fay to maintain strong contacts with political appointees and senior career staff throughout the federal government. When looking to meet client needs, in almost every instance, we will turn to various federal agencies for federal grant opportunities, partnerships, and to solve problems which exist for our clients, and often develop congressional support through such efforts.

We have developed excellent relationships with the intergovernmental and policy staffs at most Executive branch departments, including the Departments of Transportation, Homeland Security, Housing and Urban Development, Commerce,

Justice, the Environmental Protection Agency and the Army Corps of Engineers. These relationships will assist the County in fulfilling its federal objectives.

Our firm closely monitors the policy initiatives of federal agencies to determine how our clients will be affected. We monitor not only grant programs proposed by Congress, but also federal regulations from the relevant Executive Branch agencies and departments, which provide guidance and priorities for grant applications. Moreover, federal agencies often request public comments on policy and funding proposals; we will notify the County of the opportunities to comment on such issues and can also be available to assist in preparing written remarks from the County Board.

Legislative Branch Relationships

Recognized as a bipartisan firm, the partners and personnel of Alcalde & Fay are drawn from both political parties and have among them close working relations with key congressional legislators and staff on both sides of the aisle. In addition to a rapport with the County's congressional delegation, it is critical that your lobbyist has solid working relationships with key chairmen, ranking members, and senior staff. That is our strength. For almost four decades, we have worked with key leadership and senior staff of many of the congressional committees. These long-standing relationships, based on professionalism and mutual respect, enable us to "stay ahead" of developments that might be a priority to our clients. These relationships allow us an opportunity to provide input while legislative initiatives are in their earliest evolutionary stages.

Senators Bill Nelson (D) and Marco Rubio (R), and Representatives Alcee Hastings (D), Ted Deutch (D), Tom Rooney (R), and Allen West (R) will provide the base of support for implementing the County's federal legislative agenda. However, through our representation of clients from across the Country, we are capable of promoting the County's initiatives to other key leaders on Capitol Hill, who are not from Florida. Perhaps most importantly, the firm is well acquainted with key committee chairmen and ranking members of congressional committees (such as the House and Senate Appropriations Committees, House Transportation and Infrastructure Committee, and Senate Environment and Public Works Committee) who will be instrumental in achieving the goals of the County.

We are accustomed to representing our clients in meetings with members of Congress, senior staff and federal agency officials. Ideally, it is helpful for the County officials to participate in these meetings at least once or even twice a year. We would arrange a day or two for you to come to Washington to discuss your priorities with your congressional delegation, their Washington staff, other pertinent members of Congress, and federal officials. Prior to the meeting, we would prepare necessary documents that articulate the County's objectives.

3.2.3 METHOD FOR COMMUNICATING WITH AND ADVISING THE COUNTY.

Communication and access to timely information is critical to the success of a legislative plan, which is why we place such a high priority on communication with our clients. We take great care to keep all of our clients involved and apprised as to

activities in Washington. We propose to keep the County apprised of our advocacy efforts through a series of written status reports including our monthly federal legislative reports, *Grant Alert for Local Governments*, appropriations and budget updates, and other status reports required by the County. These reports would be in addition to standard routine communication by email, phone, and conference calls or video conferences.

We will share relevant news articles from newspapers of record and trade publications. On occasion, we participate in roundtables and other forums with national associations located within Washington; when the topic of conversation coincides with a client's federal priority, we provide a summary as well as materials from the event for the client's review. We will ensure you have the information you need when you need it, and that you are aware of the progress of our initiatives on your behalf.

3.2.4 OVERVIEW OF THE WORK TO BE PERFORMED IN SECTION 4 -- STATEMENT OF WORK/SERVICES.

Alcalde & Fay is prepared to provide a full spectrum of federal governmental relations services for Palm Beach County. Upon commencement of our contract, we would immediately begin working with the County Administration, Director of Legislative Affairs and County staff to gain a full understanding of the County's federal objectives. The result of these discussions would produce a federal legislative agenda for the County to present to its congressional delegation.

As it relates to the "Scope of Work" (4.3), items 1 – 10 are standard services we provide to our municipal clients, and we are well prepared to provide these services to Palm Beach County. Likewise, we are quite familiar with the federal issues the County wants monitored under "History and Background" (4.2), as we monitor several of these issues for our large and small Florida county and city clients, and we would continue to monitor all of these issues for Palm Beach County and address the County's specific objectives as they pertain to these issues.

Below are more details about our proposed work to (1) secure federal funding through appropriations, authorizations and federal grants, and (2) obtain favorable policy and legislation for Palm Beach County. These two broad areas of work are relevant to the majority of the issues included in the County's scope of work.

Project and Program Funding through Appropriations, Authorizations and Federal Grants

We would strategize about the potential availability of federal funding for each of your designated projects and programs and prioritize them accordingly. Since there is currently an emphasis in Washington on cutting federal spending, the need to be creative in identifying sources of funding and strategically positioning local government priorities is more important than ever, and over the years we have continued to identify creative categories for securing funding that are not always readily apparent. As a firm that has been representing public clients for 38 years, we are well positioned to do this for Palm Beach County by: (1) identifying, pursuing and/or protecting federal program funding that is important to the County in annual

appropriations legislation; (2) seeking potential authorizations in water resource and surface transportation legislation; and (3) working with the County to submit successful federal grants.

Appropriations

Since there is currently a ban in the House and Senate on congressionally directed appropriations, we are working with Representatives, Senators and the House and Senate Appropriations Committees to preserve programs that are important to local governments and to set aside funding for competitive grant programs that would benefit Palm Beach County. This strategy, under the current climate, should enable us to work more directly with the federal agencies to obtain money for the County's most important priorities.

Authorizations

In addition to appropriations, specific policies or projects can be secured through authorizing legislation. Work is beginning on two such reauthorization bills that are important to many counties around the Country: (1) the Water Resources Development Act (WRDA); and (2) the surface transportation authorization act. The WRDA provides communities with the opportunity to have new projects authorized relating to environmental restoration, beach renourishment, port and harbor development, the study or construction of flood control, and other Army Corps of Engineers projects, which then need to be funded through the appropriations process. The surface transportation authorization act provides an opportunity for local governments to seek substantial transportation infrastructure funding.

Federal Grants

Concurrent with our efforts to secure funding through appropriation and authorization legislation, we provide comprehensive grant services to our clients. We continuously monitor grant opportunities in each of the federal departments and agencies and will assist you in identifying grant opportunities and securing funding through these grants to meet your goals. On a regular basis, we will send our *Grant Alert for Local Governments* to you, which is a compilation of pending federal grant solicitations. We have included a copy of our latest grant alert as an attachment in the Appendix.

As we identify pertinent grant solicitations, Alcalde & Fay's grant writing staff is available to help analyze the funding opportunity announcement and draft the grant proposal. We closely monitor trends and priorities amongst federal programs, and we will work to refine your grant proposals and ensure they reflect Administration funding objectives.

Our services are not limited to federal grants; with our grant service, we are committed to exploring all potential grant funding sources. To that end, we have an extensive database of private foundation grant opportunities that we will work with you to pursue to support initiatives including: environmental preservation, parks and recreation, youth, homelessness, education and libraries.

Public Policy and Legislation

We know how important it is to understand the impact that federal legislation may have on the County. If chosen to represent the County, we would monitor

relevant pieces of federal legislation, executive branch priorities, rulemakings and other federal issues impacting the County and inform the County of significant developments as they occur. This includes all the issues which the County currently monitors. We are prepared to promote passage or advocate against any legislation of particular interest to the County, and we will work to affect the final bill to assure your maximum benefit.

Likewise, our relationships with federal officials and staff will also be an asset to the County if and when it finds itself encountering a problem that falls under a federal agency's jurisdiction. Often, a public client will need to cut through bureaucratic red tape and meet with the appropriate federal agency employee in order to solve a problem expeditiously.

3.2.5 COUNTY RESOURCES WHICH WILL BE REQUIRED TO CONDUCT THE SERVICES.

To interface with County representatives, we recommend using a hub and spoke approach – where we have one central client contact through which we communicate all issues, and who then brings in subject matter specialists from the various departments as needed. Of course, we will work with whomever the County identifies on any particular issue. In addition, there may be instances where we need to work with representatives across your various departments. However, we find the hub-and-spoke model promotes continuity and efficiency, reduces priority conflicts, and ensures the client's leadership group is informed on all issues.

In addition, we will often ask for written information pertaining to your projects, programs and matters of concern. On occasion, we may ask for specific budget

information and pictures relating to a specific project. Generally, we will not burden you with requests for information. However, if we are preparing a competitive federal grant application for the County, we would need to work more closely with a county staff member in order to complete the application.

3.2.6 A DESCRIPTION OF THE PROPOSER'S APPROACH TO THE SCHEDULING OF WORK AND PRIORITIZING THE COUNTY'S REQUEST TO MEET SECTION 4 – STATEMENT OF WORK/SERVICES, SECTION 4.3, ITEM 10.

Alcalde & Fay's development of an effective federal legislative agenda and supporting strategy is an interactive process – one that will require, at the front end of the process, a lot of teamwork across organizations in order to clearly define priorities and gather the critical information required to create and implement an advocacy strategy. Once a federal agenda is established, we would begin developing plans to implement its various components. We would synchronize our work on particular County issues with current congressional activities, deadlines and priorities.

We will be ready to commence work for the County on day one of our representation. As we begin implementing the County's agenda, we will keep you informed of our work via a weekly conference call, as required by the RFP. Additionally, we will also remain in close contact with County officials through phone calls, e-mails, video conferences and monthly reports.

3.3 Key Personnel and Operations

3.3.1 AN ORGANIZATIONAL CHART IDENTIFYING THE STRUCTURE OF FIRM.

For your reference, a copy of the Alcalde & Fay Organizational Chart is included as an attachment in the Appendices at Tab F.

3.3.2 A LIST OF THE KEY PERSONNEL ASSIGNED TO THE PROJECT, IDENTIFYING THE PRIMARY CONTACT WITH THE COUNTY, AND SUBMIT A COMPLETE RESUME DETAILING THEIR EXPERIENCE, EDUCATION, EXPERTISE, QUALIFICATIONS, AND KNOWLEDGE TO PROVIDE THE SERVICES OUTLINED IN SECTION 4 – SCOPE OF WORK/SERVICES.

To ensure effective representation on behalf of our clients, we have found it useful to employ a team approach drawing on partners and associates whose expertise may best assure success on your behalf. As with any good organization, our greatest strength, and your best assurance of our successful service on behalf of the County, resides in the team that we would assemble to represent your interests in Washington.

Although different members of the client team may take the lead on various projects, each of the team members would be knowledgeable about the County's issues. The objectives of the County would be paired with the skills and experience of the firm's partners and associates to maximize the likelihood of success in implementing the County's federal legislative agenda. The client team leader and manager for the client team will always provide timely and appropriate attention to the goals of the County.

The proposed client team for Palm Beach County will consist of L.A. 'Skip' Bafalis, Jim Davenport, Tandy Bondi, and Nancy Engelhardt. Each of these individuals has substantial experience in representing public bodies in Washington.

♦ **L.A. 'SKIP' BAFALIS, PARTNER – CLIENT TEAM LEADER**

A former five-term Congressman from Florida, L. A. "Skip" Bafalis has a background that includes business and government representation. He began his political career in Palm Beach County with election to the Florida House of Representatives and then served in the Florida Senate for two terms. He continued to represent Palm Beach County in the U.S. House of Representatives from 1973 – 1983, and was the Republican nominee for Governor of Florida in 1982.

In Congress, Mr. Bafalis served on the Public Works Committee, now the Committee on Transportation and Infrastructure. He then moved to the Ways and Means Committee. An active member of the Trade Subcommittee and the Ranking member of the Public Assistance and Unemployment Compensation Subcommittee, he became known for his expertise in trade and tax matters and authored and managed passage of wide-ranging estate and gift tax legislation.

Mr. Bafalis has been lobbying in Washington for almost 40 years, and has extensive experience working on behalf of public clients. He maintains close working relationships with members of the House and Senate, many whom are former colleagues.

He holds a bachelor's degree from St. Anselm's College in Manchester, New Hampshire. His alma mater has honored him with its "Alumni Award of Merit" for his contributions to the school and to the nation.

♦ **JIM DAVENPORT, PARTNER – CLIENT TEAM MANAGER**

Jim Davenport, Partner, manages many of the firm's public clients on a wide array of issues including economic development, transportation, education, environmental issues, and criminal justice. In this role, he works closely with numerous members of Congress and their staff, the Department of Justice, the Department of Housing and Urban Development, the Environmental Protection Agency, the Corps of Engineers, the Department of Transportation, and many other Federal agencies.

Mr. Davenport has been effective in helping public clients secure millions of dollars in Federal funding for projects ranging from bridges, roads, beaches and waterways to school programs, health initiatives, water and sewer systems and technology for law enforcement personnel. He is an experienced tactician in navigating the congressional legislative process and the federal agencies to obtain funding and legislative language on behalf of his public body clients.

In addition to his work in securing appropriations and authorizations for his clients, Mr. Davenport consults and advises clients on the Federal budget and appropriations process, agency rulemakings, legislation, and Administration policy. He has positioned his public clients to benefit from Federal laws and policy affecting local governments.

Mr. Davenport has been active in government and public affairs for sixteen years. Prior to joining Alcalde & Fay, he served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York where he worked on a broad range of issues including economic development and health care. He also served as an associate for Wehner & York, LLP, handling election law.

Mr. Davenport graduated from St. Lawrence University in New York with a B.A. in government. He obtained a J.D. from The Catholic University of America in Washington, DC and is licensed to practice law in the State of Maryland.

♦ **TANDY G. BONDI, PARTNER**

Tandy Bondi, Partner, works with Alcalde & Fay clients with interests in maritime, defense and homeland security issues. Ms. Bondi joined the firm after serving as a Legislative Assistant and Professional Staff Member for United States Senator Bob Graham (D-FL). In that capacity, she developed strategies for securing legislation and appropriations in the areas of seaport security, defense, foreign affairs, trade and veterans affairs.

During her tenure, Ms. Bondi developed several initiatives in the area of maritime security, including drafting the Port and Maritime Transportation Security Act of 2001. She also served the Senator as a Professional Staff Member on the Veterans' Affairs Committee during his tenure as Ranking Member. As a staff member of the committee she drafted legislation, speeches and interfaced with Veterans Services Organizations and the Administration on veterans issues.

A native of Orlando, Florida, Ms. Bondi received a B.A. from Stetson University in DeLand, FL.

♦ **NANCY ENGELHARDT, ASSOCIATE**

Nancy Engelhardt, Associate, works with Alcalde & Fay public clients and education clients. She directs the Education Practice Group, which is responsible for monitoring federal legislation and regulations of interest to early childhood, elementary and secondary and higher education stakeholders.

Ms. Engelhardt came to Alcalde & Fay from Capitol Hill where she was a Legislative Assistant for Congressman E. Clay Shaw, Jr. (R-FL), a senior member on the House Ways & Means Committee. During her time on Capitol Hill, Ms. Engelhardt handled a broad legislative portfolio with an emphasis on education, appropriations, agriculture, postal, science and space, and transportation issues.

Ms. Engelhardt holds a Master of Public Policy (M.P.P.) degree from George Mason University. In addition, she holds a B.S. in Psychology and a B.A. in History from the University of Florida. As an active member of the Junior League of Washington and the Daughters of the American Revolution, as well as a volunteer at the Gadsby's Tavern Museum, Ms. Engelhardt dedicates much of her spare time volunteering to promote cultural literacy, history and education in the metropolitan Washington, D.C. area.

3.3.3 A DESCRIPTION OF THE ROLE OF EACH STAFF MEMBER WHO WILL BE RESPONSIBLE FOR PERFORMING THE WORK IN THIS PROJECT AND MONITORING THE CONTRACT.

L.A. 'Skip' Bafalis would serve as the Client Team Leader for Palm Beach County, overseeing the development and implementation of overall legislative strategy to ensure the County's objectives are met. Mr. Bafalis would arrange and participate in meetings with key members of the House and Senate.

Jim Davenport would serve as the Client Team Manager. He would be the main day-to-day contact for the County and would be responsible for tracking legislation, rulemakings, policy, appropriations and committee hearings; drafting the County's appropriations and authorization requests; and drafting regular written reports. He would also interface with the County's congressional delegation, congressional committees and the federal agencies on a regular basis to carry out the County's federal tasks.

Tandy Bondi would assist the Client Team Manager by tracking legislation, rulemakings, policy, appropriations and committee hearing pertaining to port and chemical security, pre-disaster mitigation programs, and transportation and infrastructure.

Nancy Engelhardt would assist the Client Team Manager by tracking legislation, rulemakings, policy, appropriations and committee hearing pertaining to nutrition, health, Medicaid, and education issues.

3.3.4 IDENTIFY PROJECTS OF A SIMILAR NATURE IN WHICH EACH STAFF MEMBER HAS BEEN INVOLVED.

The proposed client team has experience and expertise in managing projects of a nature similar to those proposed by Palm Beach County. Below is a list of projects handled by each of the client team members.

L.A. 'SKIP' BAFALIS

- \$2.8 million for State Road A-1-A improvements, City of Deerfield Beach, FL
- \$490,000 for a hurricane mitigation operation center, City of Deerfield Beach, FL
- \$750,000 for police communications equipment, City of Riviera Beach, FL
- \$1.3 million for a traffic calming project, City of Riviera Beach, FL
- \$600,000 for a stormwater management plan, City of Riviera Beach, FL
- \$2 million for Blue Heron Boulevard improvements, City of Riviera Beach, FL
- \$1.425 million for commuter bus stations, Seminole County, FL
- \$970,000 for State Road 46 regional evacuation route, Seminole County, FL
- \$20.7 million to widen US Highway 17-92/US 192, Osceola County, FL
- \$3.5 million to treat invasive aquatic plants that are a nuisance to the County's water system, Osceola County, FL
- \$1.25 million for lower Key's shuttles, City of Key West, FL
- \$1 million for transit facility & bus procurement, City of Key West, FL

JIM DAVENPORT

- \$2.5 million for the Bridges Beacon Center at Highland Elementary School through the Full-Service Community Schools Program, Children's Services Council of Palm Beach County, FL
- \$25.048 million not budgeted by the Administration for maintenance dredging of the Atlantic Intracoastal Waterway in Florida, Florida Inland Navigation District, FL
- Increased the federal cap on the Peanut Island environmental restoration project from \$5 million to \$9.75 million, which subsequently led to the Corps reimbursing FIND \$1.6 million, Florida Inland Navigation District, FL
- \$951,000 for rural technology enhancements, Palm Beach State College, FL
- \$1 million for improvements to County Road 833, Hendry County, FL
- \$7.875 million for improvements to State Road 80, Hendry County, FL
- \$2.2 million for the replacement of Sharpes Ferry Bridge, Marion County, FL
- \$660,000 for law enforcement technology and fingerprint identification equipment, Marion County, FL
- \$1.225 million for the Belleview Bypass and Baseline Rd. project, Marion County, FL
- \$750,000 for an emergency operations center, Marion County, FL
- \$500,000 for law enforcement technology, Okaloosa County, FL

- \$2 million for St. John's Heritage Parkway, City of Melbourne, FL

TANDY BONDI

- Included a provision in the 2010 Coast Guard Authorization bill to modify the penalty wage statutes for the cruise industry
- Successfully negotiated the Cruise Vessel Security and Safety Act of 2010 and assisted the industry testify and prepare for five Congressional hearings on cruise ship security
- Established a maritime coalition and defeated efforts to modify the Death on the High Seas Act
- Modified the Western Hemisphere Travel Initiative to exempt cruise ship passengers from the requirement to have a passport for round-trip cruises
- Educated members concerning the cruise industry's environmental practices and prevented cruise ship wastewater legislation from advancing

NANCY ENGELHARDT

- \$714,000 for youth gang violence prevention, Palm Beach County School District, FL
- \$857,000 for the Educator's Support Program, Palm Beach County School District, FL
- \$500,000 for career education for at-risk or adjudicated youth, Palm Beach County School District, FL
- \$1.425 million for an after school and evening bilingual language instruction program for immigrant students and their parents, Palm Beach County School District, FL
- \$1 million for Kirtland Sewer, San Juan County, NM
- \$1 million for redecking of County Bridge #5722, San Juan County, NM
- \$1.6 million for development of Paseo del Volcan corridor from Iris Road to US Highway 550, Sandoval County, NM

3.3.5 A DETAILED STATEMENT OF THE PROPOSER'S CURRENT WORKLOAD AND ABILITY TO INCORPORATE THE COUNTY'S WORKLOAD NEEDS, AND A LIST OF PROPOSER'S LOBBYING CLIENTS.

Alcalde & Fay currently provides federal government relations services to approximately 120 clients and possesses ample resources to support the overall scope of work for federal lobbyist services for Palm Beach County. We employ 40 partners, associates, and administrative staff and have more than sufficient resources to add the County to our current workload. We will provide vigorous representation of Palm

Beach County and will dedicate the resources and necessary time to pursue your objectives.

As previously stated, the Palm Beach County Client Team would be led by one of our Senior Partners, Skip Bafalis, and managed by Jim Davenport, Partner. Skip and Jim would be supported by another partner, Tandy Bondi and an associate, Nancy Engelhardt. In addition, other partners and associates would be utilized when needed at no additional charge to the County.

The firm has internal mechanisms in place to help monitor and impact issues that are of broad concern to municipalities, and therefore to Palm Beach County. Every partner and associate who works on behalf of public clients discusses successes they have achieved that others might find productive, sharing contacts on Capitol Hill and in agencies who they have found to be particularly informative, and keeping one another apprised of bills and regulatory activities that might be beneficial to all or many of our public clients. This internal process works to our advantage in achieving the goals of our clients.

We employ a variety of tools and methods to manage the services we deliver to our clients. We utilize databases to track and report on legislation and regulatory developments, identify grant opportunities, and alert clients to any issues or opportunities that could impact their business. Our staff reviews the Federal Register and other government publications daily to monitor the publication of rules and regulations that could have implications for our clients, and we are on calls and in

meetings with key staff in order to stay apprised of developments and progress on issues.

Our efforts on behalf of Palm Beach County will be tailor-made to fit your needs, but our commitment to service will be the same high quality representation we offer to each of our clients.

Current Firm Clients

Accomack County, VA	Fresno County, CA
Alliance for Responsible Atmospheric Policy	Ft. Myers, FL, City of
Alliance Refrigerants Import Committee	Fulton County, GA
American Pacific	Golden Gate Bridge, Highway & Transportation District, CA
The Arc of Florida	Goodyear, AZ, City of
Arison Family Trust	Hawkeye Community College, IA
Aztec, NM, City of	Hendry County, FL
Babington Technology	Highline Community College, WA
Baytown, TX, City of	Hillsborough Community College, FL
Bloomfield, NM, City of	Hillsborough County, FL
Boca Raton, FL, City of	Homestead, FL, City of
Bristol, NH, Town of	Hopewell, VA, City of
Bryant & Stratton College	Hudson Technologies, Inc.
Bunnell, FL, City of	Indianapolis Airport Authority, IN
CACI, Inc.	Intel
Carnival Foundation	International Climate Change Partnership
Children's Services Council of Palm Beach County, FL	Jacksonville Aviation Authority, FL
Chincoteague, VA, Town of	Jacksonville Beach, FL, City of
Clearwater, FL, City of	Jacksonville Port Authority, FL
Cocoa, FL, City of	Jupiter, FL, Town of
Coconut Creek, FL, City of	Kenmore, WA, City of
Community Rehabilitation Center	Kern Council of Governments, CA
Contra Costa County, CA	Key West, FL, City of
Cruise Lines International Association CSC	Lake County, FL
Cutler Bay, FL, Town of	Lauderdale Lakes, FL, City of
CV Commercial Real Estate	Lauderhill, FL, City of
Dallas, TX, City of	Leibowitz & Associates, P.A.
Dania Beach, FL, City of	Livingstone College, NC
Daytona Beach, FL, City of	Los Angeles Airport Peace Officers Association (LAAPOA)
Deerfield Beach, FL, City of	M&M Energy
Dow AgroSciences LLC	Maitland, FL, City of
Dynamic Animation Systems, Inc.	Manatee County Port Authority, FL
Fairfax County, VA	Margate, FL, City of
Florida Inland Navigation District, FL	Marin County, CA
Foundation for Indiana University of Pennsylvania	Marion County, FL
	Melbourne, City of/Melbourne Airport Authority, FL

Miami Gardens, FL, City of
 Miami, FL, City of
 Miami-Dade County, FL
 Missouri City, TX, City of
 Mosaic Fertilizer Company
 New Mexico Tech, NM
 North Miami Beach, FL, City of
 Oak Lawn, IL, Village of
 Ocoee, FL, City of
 Okaloosa County, FL
 Okeechobee Utility Authority, FL
 Operation Warm
 Orange County, FL
 Osceola County, FL
 Oviedo, FL, City of
 Owens-Illinois, Inc.
 Palm Beach State College, FL
 Pembroke Pines, FL, City of
 Petaluma, CA, City of
 Pinecrest, FL, Village of
 Plantation, FL, City of
 Port of Los Angeles, CA
 Port of Miami, FL
 Rio Rancho Public Schools, NM
 Riviera Beach, FL, City of
 San Bernardino City Unified School
 District, CA
 San Diego Unified Port District, CA
 San Juan County, NM
 San Marcos, CA, City of

San Rafael, CA, City of
 Sanford, FL, City of
 Seminole County, FL
 Sonoma County, CA
 Sonoma County Water Agency, CA
 Sonoma-Marin Area Rail Transit
 District, CA
 South Daytona, FL, City of
 South Seminole & North Orange County
 Wastewater Transmission
 Authority, FL
 St. Pete Beach, FL, City of
 Stevens Institute of Technology, NJ
 Tactical Electronics & Military Supply,
 LLC
 Tampa Port Authority, FL
 Transportation Agency for
 Monterey County, CA
 Treasure Island, FL, City of
 Tulare County Association of
 Governments, CA
 Vietnam Veterans Memorial Fund, Inc.
 Virginia Beach, VA, City of
 VSE Corporation
 West Coast Inland Navigation
 District, FL
 WILL Interactive, Inc.
 Windermere, FL, Town of
 Winter Park, FL, City of

Contract Start Date 6/7/11

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

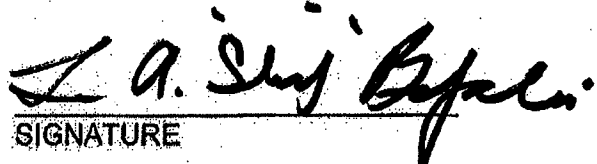
All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 11-033/SC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.


Donna Pagel, Purchasing Manager

ACKNOWLEDGMENT:

ALCALDE & SONS
COMPANY NAME


SIGNATURE

3/28/11
DATE

**APPENDIX A
PROPOSAL CERTIFICATION PAGE
RFP NO. 11-033/SC**

The Proposer certifies by signature below the following:

- a. This Proposal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFP.
- b. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- c. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

NAME (PRINT): Skip Bafalis

TITLE: Partner

COMPANY: Alcalde & Fay

SIGNATURE: *L.A. Skip Bafalis*

Please affix corporate seal or have proposal notarized.

Lisa Hack
Notary-Full Name

4/30/2014
(Notary Expiration & Seal)

Date: 3/28/11

OR:

(Corporation seal)

County/City of Arlington
Commonwealth/State of Virginia
The foregoing instrument was acknowledged
before me this 28 day of March
2011 by
L.A. Skip Bafalis
(name of person seeking acknowledgement)
Notary Public Lisa Hack
My commission expires: 4/30/14

40



**APPENDIX B
BUSINESS INFORMATION
RFP NO. 11-033/SC**

Full Legal Name of Entity: Alcalde & Fay
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 2111 Wilson Blvd., 8th Floor
Arlington, VA 22201

Telephone Number: (703) 841-0626 Fax Number: (703) 243-2874
Form of Entity (check one and complete the appropriate entity statement attached hereto)

- ☒ Corporation (Complete forms page(s) 42)
☐ Limited Liability Company (Complete forms page(s) 43)
☐ Partnership, General (Complete forms page(s) 44)
☐ Partnership, Limited (Complete forms page(s) 44)
☐ Joint Venture (Complete forms page(s) 45)
☐ Sole Proprietorship

Federal I.D. Number: 52-0996647

(1) If Proponent is a subsidiary, state name of parent company.
N/A

Caution: All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes ☐ No ☐

If yes to the above, as of what date? N/A

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): Skip Bafalis

TITLE: Partner

COMPANY: Alcalde & Fay

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? August 1974
2. Where incorporated? Arlington, Virginia
3. The Corporation is held: ☐ Publicly ☒ Privately
4. Has the Corporation previously offered **FEDERAL LOBBYIST SERVICES** of similar size (as stated in the RFP) in the state of Florida? ☒ yes ☐ no

If yes, indicate: \

Date: Since August 1974

Location: Alcalde & Fay has represented several municipal governments throughout the State of Florida

5. Furnish the name, title, and address of each director, officer, principal manager and how long each has been employed.

Hector Alcalde, Chairman and C.E.O. (1973-Present)
1101 S. Arlington Ridge Road, Apt. 1102, Arlington, VA 22202

Kevin J. Fay, President (1981-Present)
1101 Ingleside Avenue, McLean, VA 22101

Nancy Prowitt, Managing Partner (1983-Present)
3749 N. Tazewell Street, Arlington, VA 22207

6. Attach a copy of the Corporate Certificate from the Secretary of State.

Attached on following page

7. Attach Credit references.

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

ALCALDE & FAY, LTD. is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is August 06, 1974.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
December 17, 2002*

Joel H. Peck
Joel H. Peck, Clerk of the Commission

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name**Address**

Hector Alcalde

1101 S. Arlington Ridge Road, Apt. 1102
Arlington, VA 22202

Kevin J. Fay

1101 Ingleside Avenue
McLean, VA 22101

History of Client Successes

At Alcalde & Fay, we have a demonstrated history of effective representation on behalf of our public and private sector clientele. A partial record of our clients' successes is highlighted below.

Alger County, Michigan

- Helped obtain a Congressional directive prioritizing the County's application to the Office of Rural Development to fund water and sewer system improvements
- \$50,000 for a Geographic Information System (GIS) for the County Sheriff's Department.
- \$13.2 million to pave Highway 58

Alion Science and Technology

- \$1 million Littoral Combat Ship Networked Tactical Training System
- Authorization language requiring Department of Defense report on national joint modeling and simulation development strategy

Alonzo Mourning Charities, Florida

- \$450,000 for the Overtown Youth Center

American Maglev Technology, Virginia

- \$2 million for the Maglev Deployment Project on the campus of Old Dominion University

Art of Leadership Foundation, Michigan

- \$175,000 for curriculum development and training
- \$100,000 for mentoring programs

City of Atlantic City, New Jersey

- \$150,000 for the development of a manufacturers business park

City of Aztec, New Mexico

- \$808,750 for East Aztec Arterial Route
- \$1.1 million for Wastewater Treatment Plant

Bay County, Florida

- \$8.25 million to construct the US 98/Thomas Drive Interchange
- \$1 million to resurface County Road 390
- \$5.75 million for an Automated Traffic Management System (ATMS)
- \$6.2 million for the Grand Lagoon Bridge
- \$500,000 for development of the Deer Point Reservoir
- \$1.006 million for deepening and maintenance dredging of the Panama City Harbor
- \$800,000 for maintenance on the East Pass Open

City of Baytown, Texas

- \$500,000 for Water and wastewater infrastructure improvements
- \$400,000 for the Flyover Connecting Highway 146 and Spur 330

City of Boca Raton, Florida

- \$1.39 million for a Reverse Osmosis Water Treatment Facility
- Helped to extend federal participation in beach renourishment project for up to 50 years
- \$200,000 reimbursement for the preparation of a Design Memorandum for Central Beach
- \$500,000 for city traffic calming
- \$950,000 for the Pearl City Master Plan
- Helped to secure a Special Temporary Authorization from the Federal Communications Commission for continued use of the City's police, fire and rescue wireless services, relieving the City of large fines while the City finished its application materials
- Helped to secure language for the specific designation for the Contract Tower Program
- \$1.6 million for an Automated Traffic Management System
- \$350,000 for a multi-modal transportation program
- \$14.85 million for I-95 Interchange/Yamato Road Interchange Project
- \$6.831 million for beach renourishment

Cargill, Florida

- \$7.5 million for the Alafia Channel

City of Cedar Rapids, Iowa

- Helped the City secure language to eliminate the prohibition on using CDBG funds for the local matching funding
- Helped the City secure language designating the Indian Creek, Cedar River Project as a section 205 flood control project
- \$500,000 for Highway 100 extension improvements
- \$400,000 for St. Lukes Hospital adult behavioral services
- \$500,000 for the public library flood recovery project
- \$974,000 for Collins Road improvements
- \$300,000 for police safety equipment and communications

Children's Services Council of Palm Beach County, Florida

- Assisted CSC in securing \$2.5 million for the Bridges Beacon Center at Highland Elementary School through the Full-Service Community Schools Program
- \$190,000 for the Early Childhood Literacy Program
- \$95,000 for the Nurse Family Partnership

City of Clearwater, Florida

- \$3.5 million to assist the City's implementation of an Intelligent Transportation System (ITS)

- \$1.4 million for the development of a regional stormwater retention facility
- \$22 million for construction of the City's Memorial Causeway Bridge
- \$5 million after acquiring authorization for the Stevenson Creek Estuary Restoration Program
- \$1.95 million for law enforcement technology enhancements
- \$1.5 million for neighborhood policing initiative
- \$9.39 million for the City's "Beach by Design" Initiative
- \$300,000 to revitalize downtown
- \$3.35 million for wastewater and reclaimed water infrastructure improvements

City of Cocoa, Florida

- \$600,000 for the reconstruction of Dixon Boulevard
- \$400,000 for the extension of Industry Road

Community Rehabilitation Center, Florida

- \$797,000 for Substance Abuse and Mental Health Programs
- \$150,000 for Streetscaping and Renovation of Pearl Street Plaza

Computer Sciences Corporation, Virginia

- \$73.3 million from FAA facilities and equipment budget for an air traffic management project

Contra Costa County, California

- \$2.022 million over six years in funds unbudgeted by Administration to study levee improvements
- Authorization of new rail start
- \$12.16 million over eight years for maintenance dredging, \$2.552 million above Administration request
- \$4.943 million over seven years in construction funding for a dredging project unbudgeted by the Administration
- \$30.954 million over eight years, \$3.462 million above Administration request, for maintenance dredging
- \$2.063 million over four years for a Countywide police communications system.
- \$1.687 million over five years for unbudgeted construction of "new start" flood control project
- \$1.266 million over six years for flood control study, \$966,000 over Administration request
- \$72,000 for youth literacy program
- \$14 million for construction of new highway
- \$1 million for bike/hike trail
- \$1.187 million over two years, unbudgeted by Administration, for clean-up of abandoned mercury mine
- \$121,000 for library at juvenile hall
- \$14.569 million over three years for levee stabilization construction not requested by Administration

- Help to secure legislation allowing work to proceed on several flood control/environmental restoration projects, with assurance that County could be credited for expenses incurred prior to approval of project
- Authorized Army Corps of Engineers to study the beneficial use of dredged materials for levee maintenance and ecosystem restoration
- \$978,000 over two years to assist children exposed to domestic violence
- \$200,000 to combat methamphetamines

Council of Michigan Foundation, Michigan

- Helped to secure language in the reauthorization of the Elementary and Secondary Education Act, under the Expanded Character Education Program, to include philanthropy for the Council of Michigan Foundation

City of Dallas, Texas

- \$97.31 million, (\$95.31 million above Administration requests) over ten years, including "new start" not requested by Administration, for flood control project, with statutory language each year requiring Corps to fund project opposed by Administration
- \$8 million for construction of a new bridge
- \$13.925 million for construction of a replacement bridge
- \$83.15 million for construction of a replacement bridge
- \$11.019 million over ten years, \$6.791 million over Administration request, for study of major flood control project
- \$1.452 million for water reclamation project not requested by Administration.
- \$298 million authorization of flood control project, prior to completion of Army Corps study process. Corps process would likely have resulted in a project with more limited scope and federal share of \$51 million

City of Daytona Beach, Florida

- \$600,000 for the Widening of West International Speedway Boulevard (US-92)

City of Deerfield Beach, Florida

- \$2.8 million for State Road A-1-A improvements
- Assisted in successfully challenging the 1996 Census increasing the population to over 50,000, enabling the City to become eligible for federal funding for which they were not previously considered
- \$450,000 Universal Hiring Program grant from the Department of Justice
- \$490,000 for a Hurricane Mitigation Operation Center
- \$1.5 million for the Dixie Highway Flyover Bridge
- \$224,834 for firefighting equipment from the Assistance to Firefighters Grant Program, Deerfield Beach, FL
- \$1.682 million for the preparation of a General Reevaluation Report for Beach Segment 1

Duval County Public Schools, Florida

- \$243,000 for the purchase of equipment

Dynamic Animation Systems

- \$1.4 million for Golden West College Virtual Interactive Trainer
- \$42.4 million for JTAGSS Spiral I enhancement

Edward Waters College, Florida

- \$725,000 for technology and communications upgrades
- \$3 million for the Electronic Engineering Technology Program
- \$225,000 for environmental research

Fairfax County, Virginia

- \$4.884 million for the I-95 /Fairfax County Parkway Interchange at Newington Rd
- \$300,000 to develop and build 15-30 units of single room occupancy housing for the chronically homeless
- \$49 million for construction of Phase 3 of a defense access road at Fort Belvoir
- \$188,000 for Gang Prevention Programs
- \$267,900 for law enforcement technology upgrades
- Helped obtain language to save the County's funds that it had received in a previous fiscal years for the I-66 /Vienna Metrorail Accessibility Improvements project
- \$100,000 for the Huntley Historic Site Preservation project

Fairfax Water, Virginia

- \$600,000 for a feasibility study of the Stony River Dam in West Virginia
- \$1.61 million for infrastructure and physical security enhancements
- \$400,000 for drinking water infrastructure improvements associated with the Electric Reliability Project

Florida A&M University, Florida

- \$1.4 million for Future Affordable Multi-Utility (FAMU) Materials for the Army Combat System
- \$2 million for the Biological Control and Agricultural Research Program.
- Helped to secure language directing FEMA to work with the State University System to fund the Hurricane Mitigation Project

Florida Inland Navigation District, Florida

- \$25.048 million not budgeted by the Administration for maintenance dredging of the Atlantic Intracoastal Waterway in Florida
- Increased the federal cap on the Peanut Island environmental restoration project from \$5 million to \$9.75 million, which subsequently led to the Corps reimbursing FIND \$1.6 million
- \$3 million for emergency operation and maintenance of the Atlantic Intracoastal Waterway in Florida as a result of the 2004 hurricanes
- Helped to obtain approval from the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act to allow for maintenance dredging in the Intracoastal Waterway in a CBRA unit

Fresno County, California

- \$500,000 for improvements to a local highway
- \$225,000 for Rural Vocational Training Centers
- \$310,000 for the Fresno County District Attorney's Methamphetamine Initiative
- \$1.7 million for Friant Road
- \$4.3 million for improvements to County roads
- \$100,000 for the District Attorney's Methamphetamine Initiative
- \$900,000 for maintenance and improvements to State Highway 180 East
- \$1,170,000 Phase III Friant Road
- \$500,000 for Regional Data Interoperability
- \$300,000 for Gang Prevention

Glendale Community College, California

- \$985,000 for the Cimmarusti/NASA Science Center Teacher Training and Education Outreach Program for equipment, technology, and outreach

Golden Gate Bridge, Highway and Transportation District, California

- Helped to secure policy revision to permit nonfederal monies spent on seismic retrofit of bridge work to count toward local share of any federal funds utilized in future. This provision was critically needed to allow retrofit work to commence
- Worked with Department of Transportation/Washington headquarters to overturn decision made in region and so allow transportation monies to be used for rail restoration of immediate importance to freight railroad
- \$169.058 million through legislative earmarks and/or the Secretary's discretionary program for seismic retrofit of Golden Gate Bridge
- Helped to secure legislation making maintenance of ferry channel a federal responsibility.
- \$3.34 million in unbudgeted funding for the Army Corps of Engineers to dredge a ferry channel
- \$500,000 for the Golden Gate Bridge Ferry Berth Facility
- \$1.44 million over two years for movable median barriers on Bridge
- \$475,000 for parking improvements at ferry terminal facility

Grand Valley State University, Michigan

- \$750,000 for the development of a Teacher Academy
- \$250,000 for the Michigan Alternative and Renewable Energy Center (MAREC)

City of Hampton, Virginia

- \$250,000 for program for police cruiser cameras and interoperable communications
- \$250,000 for risk identification, planning, communication, response coordination, and modeling activities for disaster mitigation

Hawkeye Community College, Iowa

- \$603,000 for Health Education & Services Center
- \$350,000 for brownfields demolition
- \$888,000 for an Advanced Manufacturing Training Program

- \$33,634 to implement a two-year degree program in food science

Hendry County, Florida

- \$1 million for improvements to County Road 833
- \$150,000 for books and technology for the Harlem Library
- \$7.875 million for improvements to State Road 80
- \$545,200 for emergency operations communications equipment
- \$372,750 for improvements to the Hendry LaBelle Community Civic Park
- \$951,500 for a Bio-Diesel Cellulosic Ethanol Research Facility
- \$500,000 for US 27/SR 80

Hillsborough Community College, Florida

- \$340,000 for the Information and Instructional Technology and Innovative Technology Program (IT3)
- \$676,000 for the Veterinary Technology Program
- \$100,000 for Community Oriented Police Training Facility equipment.
- \$200,000 for the Public Safety Training Center
- \$1.68 million cumulative under Economic Development Administration for workforce training center
- \$285,000 for the Community Dental Clinic
- \$200,000 for Building Exterior Skin Replacement at the Brandon Campus
- \$498,815 competitive grant through the Employment Training Administration Technology Based Learning Initiative Grant program
- Assisted the College to successfully apply for and participate in the U.S. Cleantech Trade & Investment Mission in France and Belgium through the Economic Development Administration and the International Trade Administration.

Hillsborough County, Florida

- \$56.5 million for widening and safety improvements to I-4
- \$2.2 million for farm worker housing
- Doubled the size (\$75 million to \$156 million) of federal AIDS-HIV Housing program, with County enjoying commensurate increase in its apportionment
- \$1 million for community-based multi-use AIDS-HIV housing
- \$6 million startup for Tampa Bay Regional Rail Project
- \$681,000 for Justice Department Weed & Seed grant
- \$100,000 in unbudgeted funds for initial planning of a water reuse project
- \$500,000 authorization to fund wetlands research/exhibit at museum
- Assisted in making ornamental tropical fish eligible for federal disaster insurance
- Helped to secure enactment of an amendment declaring ornamental tropical fish research a high-priority item as part of the agriculture research bill
- \$2.432 million for continued research at the Ruskin Tropical Aquaculture facility
- \$485,000 for water and wastewater infrastructure improvements
- \$1 million for a new start highway improvement project
- \$200,000 for an alternative water project
- \$3.2 million for Platt Street Bridge
- \$2.4 million for Columbus Street Bridge

- \$6.25 million authorization for water infrastructure and supply enhancement "critical infrastructure" project
- \$475,000 for Waterborne Transportation Feasibility Study and Demonstration Project
- \$237,500 for Hillsborough Avenue Improvements
- \$450,000 for Methamphetamine Enforcement and Cleanup
- Assisted in securing language that directed the Corps of Engineers to deposit dredged sand on Egmont Key
- \$1.88 million for an Army Corps of Engineers study for the feasibility improvements to the shoreline in Egmont Key
- \$1.7 million for moving materials to Egmont Key

Hispanic Broadcasting Corporation

- Oversaw the merger between the nation's largest Spanish-language radio and television companies—Univision, Inc. and Hispanic Broadcasting Corporation.

City of Hobbs, New Mexico

- \$1.55 million for infrastructure associated with the development of the Hobbs Industrial Air Park (HIAP)

Homer-Center School District, Pennsylvania

- \$87,000 for science curriculum development and the acquisition of technology

City of Homestead, Florida

- \$750,000 for the East-West Bus Connector
- \$1.05 million for water and wastewater infrastructure improvements
- \$690,000 for facilities and equipment at the William F. "Bill" Dickinson Senior Center
- \$5.6 million for the widening of SW 328 from SW 137 Avenue to 152 Avenue
- \$2 million for the widening of SW 320 (Mowry Drive) from Flagler Avenue to SW 187 Avenue
- \$500,000 for a water utility upgrade project
- \$500,000 for the YMCA Energy Efficiency HVAC and Building Management Control
- \$500,000 for Emergency Wireless Law Enforcement Technology

City of Hopewell, Virginia

- \$490,560 from the Community Oriented Policing Services (COPS) Hiring Recovery Grant Program
- \$523,000 for the Appomattox River
- \$257,000 for a health/social services facility
- \$250,000 for an emergency command center
- \$350,000 for green building retrofitting

Houston Independent School District, Texas

- \$1 million for the School District's youth violence prevention initiative
- \$770,000 to support multi-purpose early childhood education center
- \$680,000 to provide advanced telecommunications systems for district schools
- \$500,000 for improving the School District's technology infrastructure

- Helped to secure language in both the House and Senate Labor, Health and Human Services and Education Appropriations bill urging the Secretary to give consideration to school districts like HISD with "aggressive plans to utilize education technology"
- Successfully directed an effort to obtain an exemption from H1-B visa filing fees for elementary and secondary institutions

Indiana University of Pennsylvania

- \$182,000 for equipment acquisition and curriculum development for a mine safety course
- \$2 million for Rapid Forensic Evaluation of Microbes in Biodefense research program
- \$1.1 million for a Correctional Education Clearinghouse and Educational Program

City of Jacksonville Beach, Florida

- \$500,000 for a wastewater treatment plant upgrade
- \$250,000 for Interoperability Radio System

Jacksonville Aviation Authority, Florida

- Worked with officials in the Federal Aviation Administration and helped to secure a \$2.2 million discretionary grant for runway improvements
- Helped to secure designation of the Jacksonville Airport within the FAA's Military Airport Program. This makes the airport eligible for grants for capital improvements for a five-year period
- Received report language directing the FAA to fund a new taxiway
- \$7.17 million for airport access road
- \$722,000 for Cecil Field

Jacksonville Port Authority, Florida

- \$20 million over three years for a special highway demonstration project
- Helped to secure direct appropriations without a corresponding authorization expediting the project by at least two years
- \$7 million for I-295/Duval road interchange improvements
- \$9.5 million for access road to Talleyrand Seaport
- Helped to secure preliminary funding for the deepening of the St. John's shipping channel to a depth of 41 feet
- Through our work with the US Customs Service and the Trade Subcommittee of the House Ways and Means Committee, our firm was successful in designating additional customs inspectors to the Port of Jacksonville
- Helped to secure legislation authorizing the Corps of Engineers to widen the Blount Island Turning Basin
- Made improvements to the Mill Cove Channel a Federal responsibility, and helped to secure \$4 million for the project
- \$750,000 to assist with expanding the docking area at Talleyrand
- \$3 million for construction of dredge disposal site at Bartram Island
- Helped to secure authorization for deepening of Jacksonville Harbor

- \$1 million for new start construction for Jacksonville Harbor
- \$7.5 million for the dredging of the Jacksonville Harbor
- \$300,000 for the general cleanup of the Talleyrand dock and for the building of a cruise ship terminal
- Received language authorizing a new Army Corps of Engineers study
- \$1,212,500 for Renovations to Mayport Ferry
- \$28.271 million for construction at Jacksonville Harbor
- \$24 million for construction at Jacksonville Harbor in the American Recovery and Reinvestment Act (ARRA) economic stimulus legislation
- \$11.385 million for operations and maintenance at Jacksonville Harbor
- \$1 million for dredged material disposal facilities program at Jacksonville Harbor
- \$90,000 for navigation improvements for Mile Point at Jacksonville Harbor

Town of Jupiter, Florida

- \$399,500 for law enforcement technology
- \$100,000 to upgrade the police department's radio system
- \$500,000 for water treatment plant enhancements

City of Key West, Florida

- \$30.059 million for the Florida Keys Water Quality Improvement Program
- \$1.25 million for the lower Key's shuttles
- \$1 million for transit facility & bus procurement

Kinder Morgan, Florida

- \$500,000 for the dredging of the Port Sutton Channel

Lake County, California

- \$250,000 for investigation and planning of a marsh restoration project
- Helped to secure provision authorizing no-cost transfer of 773 acres of Coast Guard property to the County, allowing reconveyance of land after five years
- \$150,000 for an aquatic plant control system

Lake County, Florida

- \$11.6 million for the widening of State Road 50
- \$200,000 for construction of the Citrus Ridge Library
- Obtained a congressional directive to fund the County's drinking water study and a substantive directive that makes the County eligible to receive grant funding through the Department of Agriculture's Rural Development Programs even though the County does not technically meet program criteria
- \$1.8 million for an Emergency Operations Center
- \$1,702,500 for Law Enforcement Technology
- \$750,000 for Palatlahaha Bridge Replacement

City of Las Vegas, Nevada

- \$5 million for the Sahara Avenue/I-15 interchange
- \$2.5 million to conduct a feasibility study on building a 40-mile mag-lev train from Las Vegas to the state border
- \$44.87 million for various transportation infrastructure projects
- \$575,000 allocation for intelligent transportation systems
- \$450,000 for combating Methamphetamine labs
- \$155 million for the Las Vegas corridor fixed guideway system
- \$2 million to upgrade mobile and in-vehicle computers
- \$750,000 for downtown development initiatives

Las Vegas Convention Authority, Nevada

- \$56.25 million to widen and improve interchanges on I-15 in Nevada and California

City of Lauderdale Lakes, Florida

- \$196,514 for Business Resource Center and Business Development Training
- \$200,000 for library renovation and construction of a new educational and cultural addition
- \$164,500 for Law Enforcement Technology
- \$750,000 for Emergency Operations Center

City of Lauderhill, Florida

- \$750,000 for U.S. 441/SR7 Interchange at 11th Street.

Lea County, New Mexico

- \$1.2 million for design and engineering of Route 128
- \$350,000 for detention center
- \$6 million for construction of Route 128
- \$2 million for construction of US Highway 62/180
- \$250,000 for Juvenile Corrections Education Program

Liquidmetal Technologies Inc., Florida

- \$3.4 million for Liquidmetal Alloy-Tungsten (LA-T) Armor Piercing Ammunition
- \$1 million for a corrosion study for the U.S. Air Force
- \$4.2 million for the DARPA Kinetic Projectile for the U.S. Army

M&M Energy, Inc., Michigan

- \$492,000 for research on an Integrated Gasification Combined-Cycle plant at the Great Lakes Energy Research Park in Alma, Michigan

Manatee County Port Authority, Florida

- \$2.483 million for construction at Manatee Harbor

City of Maitland, Florida

- \$3 million for a traffic mitigation project at US 17-92/Horatio Avenue
- \$200,000 for law enforcement technology upgrades
- \$240,000 for the Minnehaha Park
- \$170,000 for Law Enforcement Technology Computer Aided Dispatch System
- \$158,000 for Emergency Operations Center

Marin County, California

- \$2.5 million to remove abandoned dry-docks which represented a hazard to navigation.
- Authorization of \$15.1 million to acquire freight rail right of ways which are suitable for conversion to passenger use
- \$12 million interest free federal loan to purchase additional freight rail right of way for public transit purposes and changed program criteria to make this project eligible
- Authorization, and subsequent reauthorization, of rail new start
- \$4 million to expand a national recreation area
- \$5.75 million for an HOV gap closure project
- \$1 million for 80 units of housing for the low-income elderly
- Assisted in securing modest grant for acquisition of computer equipment for police department
- \$3.55 million over several years for study of ecosystem restoration study of lagoon project, \$2.21 million over Administration requests
- \$77.35 million over several years for study and construction of ecosystem restoration project of wetlands, including "new start" funding, \$16.1 million over Administration requests
- Helped to secure legislation removing administrative impediments to flood control project
- \$1.05 million for small flood control project not requested by Administration
- \$750,000 to reconstruct the Tennessee Valley Bridge, a bicycle/pedestrian project
- \$1.76 million to study high incidence of breast cancer in the County
- \$50,000 for Safe Routes to Schools
- Helped to secure authorizing language for a boundary adjustment to expand a national park facility
- \$1.175 million to purchase property for expansion of a national park facility
- \$325,000 earmark to assist with an airport runway extension. Worked with Administration to address bureaucratic holdup of funding release, and helped secure an additional \$1.175 million, for \$1.5 million total
- \$4.478 million to establish shuttle service and improve access to parks
- \$16 million to combat Sudden Oak Death
- \$425,000 for a wastewater treatment project
- \$800,000 for cultural and community center
- \$3.933 million for flood control project over several years, \$1.983 million above Administration requests
- \$900,000 for construction of new bicycle path
- \$500,000 from the Federal Highway Administration's Innovative Bridge Research and Construction Program for the construction of a new bridge

- \$25 million to carry out a nonmotorized transportation pilot program – one of four communities nationwide to receive this designation and funding
- \$27 million to construct highway widening
- \$490,000 toward construction of a replacement bridge designed to help reduce flooding
- \$5.598 million over several years to continue operation of federal exhibits and maintenance of building used for community purposes

Marion County, Florida

- \$2.2 million for the replacement of Sharpes Ferry Bridge
- \$660,000 for law enforcement technology and fingerprint identification equipment
- \$1.225,000 for the Belleview Bypass and Baseline Road project
- \$750,000 for an Emergency Operations Center
- \$750,000 for Ocklawaha River

City of Melbourne, Florida

- \$133,950 for a VHF radio system
- \$2 million for St. John's Heritage Parkway

Melbourne International Airport, Florida

- Assisted in securing \$800,000 from the Department of Transportation's Small Communities Air Service Development Program to help bring commercial air service to the airport
- \$1,783,065 for the PD&E for the Access Road to Melbourne International Airport

Mendocino County, California

- Received congressional designations for a wastewater treatment project
- \$100,000 for new start of watershed study not requested by Administration
- Received congressional designation for land acquisition at airport
- Received congressional designation for project to improve watershed by improving gravel road
- \$1.25 million for study to increase capacity at dam, all in excess of Administration requests
- \$175,000 for land acquisition at airport
- \$400,000 for road improvements accessing Bureau of Land Management property
- \$5.6 million for construction of highway bypass
- \$2.056 million over four years, \$2.028 million over Administration budget, for dredging of small harbor
- \$1,143,500 over three years for public safety communications equipment

City of Miami, Florida

- \$2 million for a new rail start
- \$50 million authorization for a new rail start
- \$1,850,000 for a Stormwater Predisaster Mitigation Project
- \$951,500 for City Green Initiative Project which encompasses streetlight replacement, installation of solar technology, and procurement of hybrid fleet vehicles.

- \$400,000 to improve the ability to process and store photographic evidence for investigations and emergencies

Miami-Dade County, Florida

- \$25 million for East-West Rail Corridor
- \$5 million for the North Rail Corridor
- \$9.5 million for buses and bus facility
- \$8 million for construction of Miami-Palmetto Metrorail
- Helped to enable U.S. Customs Service to continue to use the surplus in the customs user fee account to fund up to 50 inspector positions
- Assisted in establishment of the McKinney/Homestead homeless facility with funding under the Defense Base Closure Act
- Assisted in identifying unspent HUD dollars which were targeted for rescission by congress and ensured that the dollars were obligated so that the County did not lose them
- Helped to successfully strike rescission provision that would have reduced Port of Miami Tunnel funding by \$5.8 million of the total \$10.3 million project amount
- Restored \$19 million in targeted assistance funding for immigration support programs in welfare reform legislation
- Stripped provision adverse to County, which would have reduced assistance for legal aliens from immigration reform bill
- Helped to secure authorization for credit & reimbursement for costs of work related to the Agricultural & Rural Lands Retention Plan & the South Biscayne Bay Watershed Study which are contained within the Everglades & South Florida Ecosystem Restoration Critical projects.
- \$4.1 million for the Miami-Dade County Juvenile Assessment Center National Demonstration Project
- \$4 million for water and wastewater infrastructure improvements
- \$1 million for a mosquito helicopter
- \$30 million in reprogrammed funds from the Army Corps of Engineers
- \$3 million for Miami port tunnel
- \$500,000 for the 7th Avenue Transit HUB
- \$700,000 for the Miami-Dade Transit Bus Procurement Plan
- \$33.36 million for Metrorail Orange Line Expansion
- \$125 million dredging authorization
- Language that exempts the Miami Harbor General Reevaluation Report (GRR) from 2004 revised cost sharing rules governing GRRs. Miami was one of only two ports provided with the exemption language by the WRDA conference report
- Authorization allowing credit for work accomplished by non-federal interests in advance of the execution of the Project Cooperation Agreement
- \$475,000 for Bus Procurement
- \$1.139 million cumulative for Biscayne Bay Water Quality Assessment Model and Feasibility Study
- \$30.289 million for dredging of Miami Harbor Channel

Miami-Dade County Public Schools, Florida

- \$19 million annually under the "Refugee and Entrant Assistance" program for communities with a large concentration of immigrant youth
- \$2.6 million to enhance technology equipment for the school policing initiative
- \$638,000 to establish "career academies"
- \$500,000 for Marine Junior Reserves Officers' Training Corps Program
- \$250,000 for a literacy teacher training program
- Worked cooperatively with the School District's congressional Delegation to revise legislative language to more accurately describe the population of immigrants predominantly served by the School District
- Worked to increase funding by \$6 million for the Magnet Schools Programs
- Worked to eliminate provisions that would have hindered the School District's ability to participate in the Medicaid Reimbursement Program
- Worked with the Federal Emergency Management Agency to resolve a \$6.1 million debt
- Helped to secure language, which deleted the fiscal year limitation on the use of the School District's grant from the Economic Development Agency

Miami-Dade County Water and Sewer Department, Florida

- \$1 million for preliminary work on proposed water reuse facility.
- \$1.3 million for sanitary sewer overflow (SSO) study.

Miami-Dade Seaport, Florida

- Helped to secure language directing the Army Corps of Engineers to dredge the Port
- \$23 million for the completion of high-span bridge connecting downtown Miami to the seaport
- \$300,000 for a General Reevaluation Report (GRR) to study further channel improvements.
- \$15 million for reimbursement to the Seaport Department for dredging work already completed at the Seaport's expense
- \$3.9 million for specific environmental mitigation work which has already been accomplished at the Seaport's expense

Transportation Agency for Monterey County, California

- Authorization of new rail start
- \$1 million for a new rail start
- Worked with State agency to successfully address bureaucratic obstacle, thus allowing release of \$4.2 million for a highway project
- \$5.5 million for road improvements critical to tourism industry
- \$6.436 million for interchange improvements critical to agricultural industry
- \$1.65 million in statutory redesignation of highway bypass funds necessary to allow preferred use of previously authorized funds
- \$9 million in statutory redesignation of appropriations highway funds, necessary to allow preferred use of previously appropriated funds
- Worked with Federal Highway Administration to resolve their mistake on availability of funds and thus allow release of previously earmarked monies

Morris Brown College, Georgia

- \$97,000 for the renovation of a building

Navajo Agricultural Products Industry, New Mexico

- \$1 million for irrigation operations and maintenance
- \$750,000 for operation and maintenance

New Mexico Institute of Mining and Technology (New Mexico Tech)

- 5-year extension of the cooperative agreement for ILEA through the State Department
- \$2.5 million for International Law Enforcement Center in addition to President's request for INL/ILEA
- \$23 million annually for the National Defense Preparedness Consortium
- \$1.5 million for the Applied Sciences Building
- \$40 million for the ILEA-Roswell Program over past 9 years
- Helped redirect 3 million for new permanent building at ILEA-Roswell
- Approximately \$50 million for Magdalena Ridge Observatory
- \$11.7 million for Playas RDT&E and Training Complex Command Control Network Design and Development
- \$5.5 million for Mobile Communication, Command and Control MC3 cumulative
- \$8 million for the iCASA program
- \$1.5 million for Playas Infrastructure
- \$6 million for Defense Threat Reduction Agency (DTRA)
- \$2 million for Energy Surety Research Center
- \$1 million for DTRA/NDU
- \$1 million for Computational Analysis of Cyber-Terrorism Against the U.S.

Noblis, Inc., Virginia

- \$13.985 million for the Center for Criminal Justice Technology
- Obtained an authorization to modify the Department of Homeland Security's first responders program that would allow the Center for State Homeland Security to partner with states to qualify for grant funding
- Obtained an authorization in the 2005 Department of Justice Appropriations Authorization Act allowing the Department of Justice to utilize the services of the Center for Criminal Justice Technology (CCJT) and for congress to appropriate \$25 million to the CCJT over three years for this purpose

City of North Las Vegas, Nevada

- Assisted in terminating the Department of Energy's proposed demonstration project, which would have allowed multiple rail-to-truck transfers of low-level nuclear waste in the City
- \$200,000 for an Army Corps flood control project
- Worked with the U.S. Postal Service to help to secure funding for, and accelerate the construction of, the new North Las Vegas Post Office
- Intervened on the City's behalf with the Las Vegas Office of the Bureau of Land Management (BLM) to assist in its request to use 160 acres of federal land

- \$3 million to relocate families impacted by fault line subsidence
- Helped to procure funding for the Cheyenne Avenue Interchange through the State DOT office
- Assisted in negotiation of cooperative agreement to construct improved Interstate interchange
- Worked with State DOT to help to secure \$4.6 million for interchange improvements.
- \$2 million to widen Craig Road
- \$300,000 to support law enforcement officers and to train local and state law enforcement officers on the proper recognition, collection, removal and destruction of methamphetamine
- \$5 million for the Craig Road Overpass
- \$1.8 million for Intelligent Transportation Systems

City of North Miami Beach, Florida

- \$500,000 for drinking water, wastewater and sewer infrastructure improvements in the Highland Village neighborhood
- \$2.85 million for wastewater and sewer infrastructure improvements
- \$950,000 for wastewater infrastructure improvements, which would replace septic tanks in a mobile home park
- Worked to delete language that would have denied funding for disaster relief to parks, recreation departments, beaches and other similar entities under the Stafford Disaster Relief and Emergency Assistance Act
- \$1.2 million to construct a bicycle path
- \$100,000 for law enforcement initiatives
- \$2.2 million for the reconstruction of Hanford Boulevard

Village of Oak Lawn, Illinois

- \$100,000 for Law Enforcement Technology

Okaloosa County, Florida

- \$500,000 for law enforcement technology
- \$95,000 for Fairchild Road and Hare Street
- \$95,000 for the Okaloosa County Shore Protection Project Reconnaissance Study
- \$250,000 for P.J. Adams Road

Operation Warm, Pennsylvania

- \$125,000 for the Pennsylvania Youth Coat Distribution Project

Orlando-Sanford International Airport, Florida

- \$1 million for a runway extension
- \$500,000 for airport improvements
- \$400,000 for entranceway streetscaping

Osceola County, Florida

- \$20.7 million to widen US Highway 17-92/US 192
- \$3.5 million to treat invasive aquatic plants that are a nuisance to the County's water system
- \$500,000 for the Agriculture Center
- \$500,000 for courthouse restoration
- \$500,000 for drainage basin improvements
- \$1 million for an instrument landing system at Kissimmee Airport
- \$400,000 for public safety center communications upgrades
- \$350,000 for homeless shelters
- \$100,000 for construction of the New Council on Aging Facility

City of Oviedo, Florida

- \$180,000 for law enforcement technology upgrades
- \$140,778 for a Firefighters Assistance Grant
- \$2,885,500 for State Road 426/County Road 419

Palm Beach State College, Florida

- \$951,000 for rural technology enhancements
- \$150,000 for Institute for Energy

Palm Beach County School District, Florida

- \$600,000 for an after school and evening bilingual language instruction program for immigrant students and their parents
- \$825,000 for a family literacy project including bilingual education, counseling services and distance education, and for professional development
- \$500,000 for security upgrades
- \$200,000 to expand curriculum and professional development.
- \$714,000 for youth gang violence prevention
- \$857,000 for the Educator's Support Program
- \$500,000 for Career Education for At-risk or Adjudicated Youth
- \$300,000 for the Youth Gang Violence Initiative

City of Palm Springs, California

- \$3 million for the Belardo Bridge Project

City of Pembroke Pines, Florida

- \$2 million for the Pembroke Road Overpass
- \$4 million for I-75 & Pines Boulevard Interchange Improvements
- \$200,000 for the Water Treatment Plant Expansion
- \$7.8 million in Highway Reauthorization Bill for I-75 Improvements
- \$219,000 for Autism Program Expansion at the Pembroke Pines-Florida State University Charter School
- \$475,000 for Senior Center buses

City of Petaluma, California

- Authorization of \$32 million for a flood control project, not requested by the Administration, allowing for reimbursement of funding already expended by the City
- Helped to secure legislation increasing federal authorization of flood control project
- Helped to secure Appropriations committee report language instructing the Army Corps to reprogram funding for the flood control project, which resulted in an administrative reprogramming of \$3.1 million
- \$25.713 million for construction of flood control project, \$16.309 million above Administration requests
- \$5.924 million for maintenance dredging, \$4.924 million above Administration requests

Philadelphia School District, Pennsylvania

- \$3.5 million for the district's professional development and related services
- \$900,000 for the College Opportunity Resources for Education initiative for disadvantaged students

City of Plantation, Florida

- \$500,000 for the Multi Use Recreational Trail (MURT) system
- \$337,500 for a community amphitheater
- Obtained a congressional directive to fund the City's stormwater management plan and a subsequent directive that makes the City eligible to receive grant funding through the Department of Agriculture's Rural Development Programs even though the City does not technically meet program criteria
- \$1.288 million for the Central Transit Greenway System
- \$282,000 for digital police radios

Pointe Coupee Parish School System, Louisiana

- \$200,000 for computer technology and infrastructure

Port of Palm Beach, Florida

- \$16.03 million for the Route 710 connector construction and improvements
- \$500,000 for Skypass
- \$3.9 million congressional authorization for the Lake Worth Inlet Sand Transfer Plant
- \$1.81 million for dredging at the Harbor with initial placement of material on Peanut Island with subsequent transfer to the beaches
- \$1.511 million for engineering and construction of the Sand Transfer Plant
- \$18.177 million for the operation and maintenance of Palm Beach Harbor
- \$300,000 for a feasibility study and the deepening and widening of Lake Worth Inlet
- \$100,000 to proceed with an authorized Reconnaissance study on the Harbor dredging
- Obtained congressional language to help expedite the construction of a sand transfer plant
- Obtained congressional language to protect the Port from a loss of Customs Service inspectors after U.S. Customs threatened with a layoff of numerous inspectors

- Congressional language making ferries operating out of the Port of Palm Beach eligible for collection of user fees even though current law prevents such fee collection

Port of Sacramento, California

- \$8.3 million to construct a bridge to allow development of property necessary for port expansion

Powerlinx, Florida

- \$800,000 for powerline rearvision motor carrier safety research.

Primland/Patrick County, Virginia

- \$5.25 million to improve highway access to land critical to County's economic development program

Prince George County, Virginia

- \$2.175 million for improvements to the intersections and gates at Fort Lee
- \$1.929 million for the dredging of the Appomattox River

Religious Voices in Broadcasting

- Worked to help secure two-dish satellite compliance language in the Satellite Home Viewer Extension and Reauthorization Act
- Helped secure a universal hard-date for broadcasters to transition to digital television without an expedited vacation of spectrum occupied disproportionately by religious broadcasters

City of Rio Rancho, New Mexico

- \$4 million for engineering and planning for Paseo de Volcan between Unser Boulevard and Iris Road
- \$313,500 for Transit Program

Rio Rancho Public Schools, New Mexico

- \$500,000 for a Teacher Academy of Excellence
- \$487,000 for a distance learning program
- \$250,000 for teacher training and professional development, which may include equipment and technology

City of Riviera Beach, Florida

- \$750,000 for police communications equipment
- \$1.3 million for a traffic calming project
- \$600,000 for a stormwater management plan
- \$502,500 for an urban retail development project
- \$500,000 in grant funding from EPA for operation of the City's airstrippers
- Reversed position of Environmental Protection Agency mandating that they adopt and implement a plan to actively treat and remove contamination from the City's drinking water The estimated cost of the remedy is \$865,000

- Initiated an investigation by the EPA Ombudsman of the EPA's handling of the City's contaminated water problem. This action led to the EPA's decision to cover the operation and maintenance costs of the City's air strippers, relieving the City of an \$880,000 expense
- \$2 million for Blue Heron Boulevard improvements
- \$394,000 for law enforcement technology

San Bernardino City Unified School District, California

- \$1.1 million for a vocational training and work opportunities program
- \$164,500 for a community prosecutor program
- \$743,000 for a program for developing English and academic skills for English learners

San Juan County, New Mexico

- \$1 million for redecking of County Bridge #5722
- \$900,000 for the City of Kirtland, New Mexico, for Phase 1 of a sewer system project
- \$150,000 for Juvenile Services
- \$1 million for Kirtland Sewer
- \$575,000 for resurfacing CR 4990
- \$800,000 to pave CR 7950
- \$300,000 for paving of County Road 7500
- \$600,000 for construction on County Road 3900
- \$500,000 for the reconstruction of Kirtland Bridge #567

City of San Rafael, California

- \$1.8 million for a canal dredging project not requested by Administration; this was 100% of amount requested, in first year of their request
- \$2.508 million over two years, not requested by Administration, for next episode of canal dredging six years later

City of Sanford, Florida

- \$750,000 for AutoTrain Improvements

Sandoval County, New Mexico

- Three soft earmarks for Sandoval Health Commons
- \$250,000 for construction and equipment for the Sandoval Health Commons
- \$240,000 in for law enforcement communications equipment
- \$1.6 million for development of Paseo del Volcan corridor from Iris Road to US Highway 550
- \$250,000 for a composting project of dead Pinon trees
- \$195,000 for a telehealth program
- \$975,000 for construction of the Northwest Loop Access Road
- \$617,500 for NW Access Loop

Seminole County, Florida

- \$1.425 million for commuter bus stations
- \$970,000 for State Road 46 regional evacuation route

Sierra County, New Mexico

- \$238,000 for Sierra Vista Hospital

The Silver Companies, Virginia

- Developed FY10 NDAA Title III to assess need for two pilot Secure Telework Centers (STC) to be authorized in the Greater Washington Metropolitan Area for federal employees
- Assessment to be conducted jointly by DOD, OPM and GSA for placement of the two STCs
- Successfully assisted the marketing of 19,999 sq ft of office space leased by the USMC in the Quantico Corporate Center

Sonoma County, California

- \$2.75 million over three years for construction of park and ride lots
- \$6 million for intermodal transportation facilities
- \$1.5 million for construction of Visitor's Center
- \$37.85 million to widen Highway 101
- Authorization of new rail start
- Help to secured funding for installation of radar at County airport
- \$1 million to assist with construction of a bus garage
- \$500,000 for a landfill gas conversion facility
- \$500,000 for a CNG fueling facility upgrade
- \$225,000 for sewage improvements for local community
- \$500,000 for sewage improvements for local community
- \$1.218 million for purchase of CNG transit buses
- \$1 million, discretionary grant for airport runway improvements
- \$635,000 discretionary grant to attract service to airport, from the Small Airport Assistance Program.
- \$5.6 million for highway widening
- Help to secure legislative remedy to overcome Homeland Security Administration refusal to provide security screeners at County-owned airport
- \$500,000 toward purchase of park
- \$190,000 for integrated emergency operations center

Sonoma County Regional Parks, California

- \$5.6 million appropriated for preparation of dredge material site, with a statutory requirement that old dredge materials be used to construct a new public park, and dredging of a bay Administration had requested \$1.9 million for a dredging project

Sonoma County Water Agency, California

- \$1 million to replace septic systems with sewage hookups

- \$750,000 for expansion of capacity at a sewage treatment plant
- Initiated effort to establish Pacific Salmon Recovery Program. Worked extensively with Administration, and developed coalition with other coastal states and their congressional delegations. The Program was funded at \$58 million its first year
- \$827.5 million over nine years for Pacific Salmon Recovery Program
- \$500,000 for a Bureau of Reclamation Project to reuse recycled water, not requested by the Administration
- \$9.139 million to study four ecosystem restoration projects, budgeted by Administration at \$6.695 million. Each project was initially a new start not requested by the Administration
- \$60.504 million in operation and maintenance funding of a dam, including substantial additions over the budget request to fund improved fish hatchery operations not requested by the Administration
- \$87.5 million federal share of authorization for largest environmental restoration project west of the Mississippi River, adding \$52 million in federal authorization to project as approved by the Army Corps
- \$3.35 million for environmental restoration of salt marsh, compared to Administration requests of \$1.975 million
- \$1.495 million for a regional water reuse project of the Bureau of Reclamation, not requested by the Administration.
- \$49.911 million for operation and maintenance funding of a dam and dam facilities

Sonoma Marin Area Rail Transit, California

- \$4.83 million for EIS and Preliminary Engineering of a new rail start

City of St. Cloud, Florida

- Obtained a congressional directive to fund the City's stormwater management plan and a subsequent directive that makes the City eligible to receive grant funding through the Department of Agriculture's Rural Development Programs even though the City does not technically meet program criteria
- \$200,000 for the Lakefront Improvement project

City of St. Pete Beach, Florida

- \$175,750 for the reconstruction of Blind Pass Road

City of South Jordan, Utah

- \$150,000 for police data network infrastructure

South Seminole & North Orange County Wastewater Transmission Authority, Florida

- \$30 million authorization for the rehabilitation of the wastewater system
- \$650,000 for Water and Wastewater Infrastructure Improvements Project

Stevens Institute of Technology, New Jersey

- \$6.4 million for SINTEL (Secure Infrastructure Technology Laboratory)
- \$5.4 million for BAIT (Biometric Analysis and Identification Technology)
- \$52 million for the Institute's Munitions MANTECH Program

- \$10 million for mine clean-up research
- \$1.25 million for construction of the Laboratory for Business Innovation
- \$4.3 million for the Rangesafe Program
- \$7.5 million for an Information Assurance Center
- \$500,000 for the expansion and enhancement of an ocean-based science and mathematics education project
- \$3 million for landmine detection
- \$1.4 million for the Center for Maritime Systems
- \$2.1 million for Armament Systems Information Assurance
- \$10.4 million for the Center for Critical Infrastructure Protection
- \$3.4 million for Analytical and Operational Support Technology (AOST) for counter terrorism

City of Tampa, Florida

- Worked with HUD to expedite approval of three section 108 loan applications totaling over \$10 million critical to City's economic development efforts
- \$35 million HOPE VI grant
- \$1 million for intermodal transportation center
- \$900,000 for refurbishment of the West Tampa El Centro Espanol Building
- \$500,000 for vehicle law enforcement video cameras
- Helped to secure authorization language for aquifer storage and recovery infrastructure
- \$315,000 for the South Tampa Area Reclaimed Project

Tampa Port Authority, Florida

- The Main Channel deepening project was, upon its completion, the largest public works project in the state of Florida. This was completed at 100 percent federal government expense, with a total cost in excess of \$200 million
- Obtained an exemption from limitations placed on the use of tax exempt bonds for the acquisition of property for the Tampa Port Authority
- \$175,000 for improvements to the Alafia Channel, despite the opposition of the Army Corps of Engineers
- \$2 million grant from the Economic Development Administration for navigational improvements necessary for business expansion at the Seaport
- \$1 million grant from the Federal Highway Administration for the construction of ferry docks
- \$1 million for economic development and revitalization efforts at the Garrison Seaport.
- \$3.2 million for dredging the Ybor Turning Basin
- \$70 million authorization for federal improvements to the Alafia Channel, despite Administration's opposition
- Helped to secure an authorization for improvements to the Port Sutton Channel
- Helped to secure the conveyance of the Department of Navy property to the Tampa Port Authority
- \$500,000 for improvements to the disposal areas
- \$12 million for the dredging of the Big Bend Channel

- \$200,000 for continuing the General Re-evaluation Report (GRR)
- \$202,000 for a terminal expansion
- \$2.5 million for the widening of a portion of the main channel. Also helped to secure language directing the Army Corps of Engineers to widen portion of channel
- Obtained authorization for new construction work at CUT B
- \$950,000 for construction at Tampa Harbor
- \$9.565 million for operations and maintenance at Tampa Harbor
- Helped secure language requiring the Secretary of the Army to reimburse the Authority for the Federal share of the dredging work carried out for the Tampa Harbor Big Bend Channel project.

Telemundo, Florida

- Managed congressional and regulatory issues relating to the merger between Telemundo, the second largest Spanish-language broadcast television network and NBC, a premiere major broadcast network

City of Treasure Island, Florida

- \$50 million for the Causeway Bridge
- \$1 million for wastewater and sewer system upgrades
- \$500,000 for a beach access project
- \$450,000 for signalized crosswalks to increase pedestrian safety

TREX Enterprises, California

- \$7.5 million for the Target Acquisition and Targeting Systems (RTATS) Program
- \$9.9 million for the Geosynchronous Light Imaging National Testbed (GLINT) Program

Tulare County, California

- Congressional directive to the Department of Agriculture (soft earmark) to assist with construction of farm-to-market roads
- \$12.45 million for construction of farm-to-market roads
- \$500,000 for establishment of an international agricultural trade center
- \$6.802 million over several years for Rural Crime Prevention Program
- \$1.2 million for safety-related construction improvements to local highway
- \$2.4 million for road improvement projects
- \$500,000 for a vocational training center
- Congressional directive to the Department of Agriculture (soft earmark) to improve rural drinking water and sewage treatment facilities
- \$425,000 for study on flood control project
- \$295,000 for study on flood control project
- \$42.308 million for a dam safety project
- \$20.5 million for a dam enlargement project
- \$300,000 for marijuana eradication efforts in national forest
- Congressional directive that Executive Branch coordinate among its agencies and with local law enforcement agencies, to eradicate drug trade in national forests

University of Nevada Las Vegas, Nevada

- \$1.5 million for advanced planning for a building on the UNLV campus that would house several federal and state agencies as well as UNLV research staff
- \$7.5 million for nuclear waste transmutation
- \$8 million for defense wide electronic records management
- \$200,000 for study of the biological effects of low level radiation exposure
- \$1.5 million for the environmental restoration of Lake Mead
- \$650,000 for the Center for Workforce Development and Occupational Research
- Helped to secure appropriations language for the Biotech/Bioengineer Research Facility and Cancer Center
- \$2.605 million for UNLV telemedicine network

Univision, Inc., California

- Oversaw the merger between the nation's largest Spanish-language radio and television companies—Univision, Inc. and Hispanic Broadcasting Corporation

City of Virginia Beach, Virginia

- \$112 million authorization for beach erosion control and hurricane protection project
- \$111.427 million in cumulative appropriations for construction of a Beach Erosion Control and Hurricane Protection Project
- Helped secure 50-year authorization for Army Corps of Engineers maintenance of the Rudee Inlet, ensuring that federal cost participation will continue for 50 years without being subject to the current \$4.5M cap
- Helped to secure language that would continue to fund the Sandbridge Beach project periodically for 50 years
- \$12.933 million for the renourishment of Sandbridge Beach
- \$4 million in Construction funds for the Virginia Beach Hurricane Protection project's 79th Street Outfall
- Coordinated efforts leading to a Commerce Department decision to allow construction of the Lake Gaston water pipeline
- \$800,000 for funding of innovative homeless activities
- \$1 million for the study of a new intermodal center
- \$7.399 million for the Rudee Inlet Navigation Maintenance Project
- \$7 million for construction of Southeastern Parkway and Greenbelt
- \$198,000 appropriated to reimburse City for unauthorized fees imposed by the Department of Interior, and helped secure a congressional authorization for this action in the WRDA
- \$400,000 for the Norfolk Avenue Bike Trail
- \$800,000 for the Atlantic Avenue Trails
- \$150,000 for the Providence Road Trail Project
- \$4.773 million for the Environmental Restoration for Lynnhaven Inlet project
- Helped to secure language that would allow the City to use sand from a nearby channel to finish the hurricane protection project
- \$200,000 for para-transit for the handicapped
- \$500,000 for traffic light signalization projects

- \$12 million in competitive grant and congressionally directed funding from the Office of Community Oriented Policing Services (COPS) Interoperable Communications Technology Program for the purchase of communications equipment, enhancements to communications infrastructure, and project management expenses.
- \$150,806 for the Virginia Aquarium & Marine Science Center's Chesapeake Bay Champions (CBC) project under the National Oceanic and Atmospheric Administration's (NOAA) B-Wet Program
- \$363,900 for the Virginia Aquarium & Marine Science Center's Stranding Program from the John H. Prescott Marine Mammal Rescue Assistance Grant Program under the National Marine Fisheries Service
- \$250,000 to initiate construction of a marine mammal stranding center.
- \$112,500 in 2002 for the Virginia Aquarium & Marine Science Center's general operations under the General Operating Support grant from the Institute for Museum and Library Services
- \$425,000 for the Marine Science Museum Science Camp
- \$48,000 for the Virginia Aquarium & Marine Science Center "Beyond the Aquarium" program
- Worked with officials at HUD to help in removing the City of Virginia Beach from the Administration's FY 2003 Budget list of communities targeted for 50% reductions in Community Development Block Grant Funding. Such a designation would have had a devastating effect upon the community's critical local low-income housing and affordable housing for military personnel programs
- Helped to secure language in the 2005 National Defense Authorization Act ensuring that a study would be done on the state of TRICARE and its ability to provide health and support services for "exceptional family member program" enrollees in high-density military areas such as Virginia Beach
- \$11.4 million for I-264/Lynnhaven Parkway/Great Neck Road Interchange
- Worked with Department of Homeland Security to have the Hampton Roads region designated eligible for Urban Area Security Initiative (UASI) Homeland Security Grants
- \$988,000 for Public Safety Interoperability Technology Upgrades
- \$1.245 million for the Lynnhaven Inlet, Bay and Connecting Waters Maintenance Dredging
- \$750,000 for the Lesner Bridge Replacement project

VSE Corporation, Virginia

- \$1 million for Six Sigma U.S. Army AMC training Program
- \$2 million Defense Appropriations Bill for USMC CPAC Program

Washington Workshops Foundation, District of Columbia

- \$2.5 million for the Pepper Scholarship Program

Westbury Union Free School District, New York

- \$3 million for the Naval Junior ROTC Marine Science Research Program

West Coast Inland Navigation District, Florida

- \$5.932 million for maintenance dredging of the Gulf Intracoastal Waterway

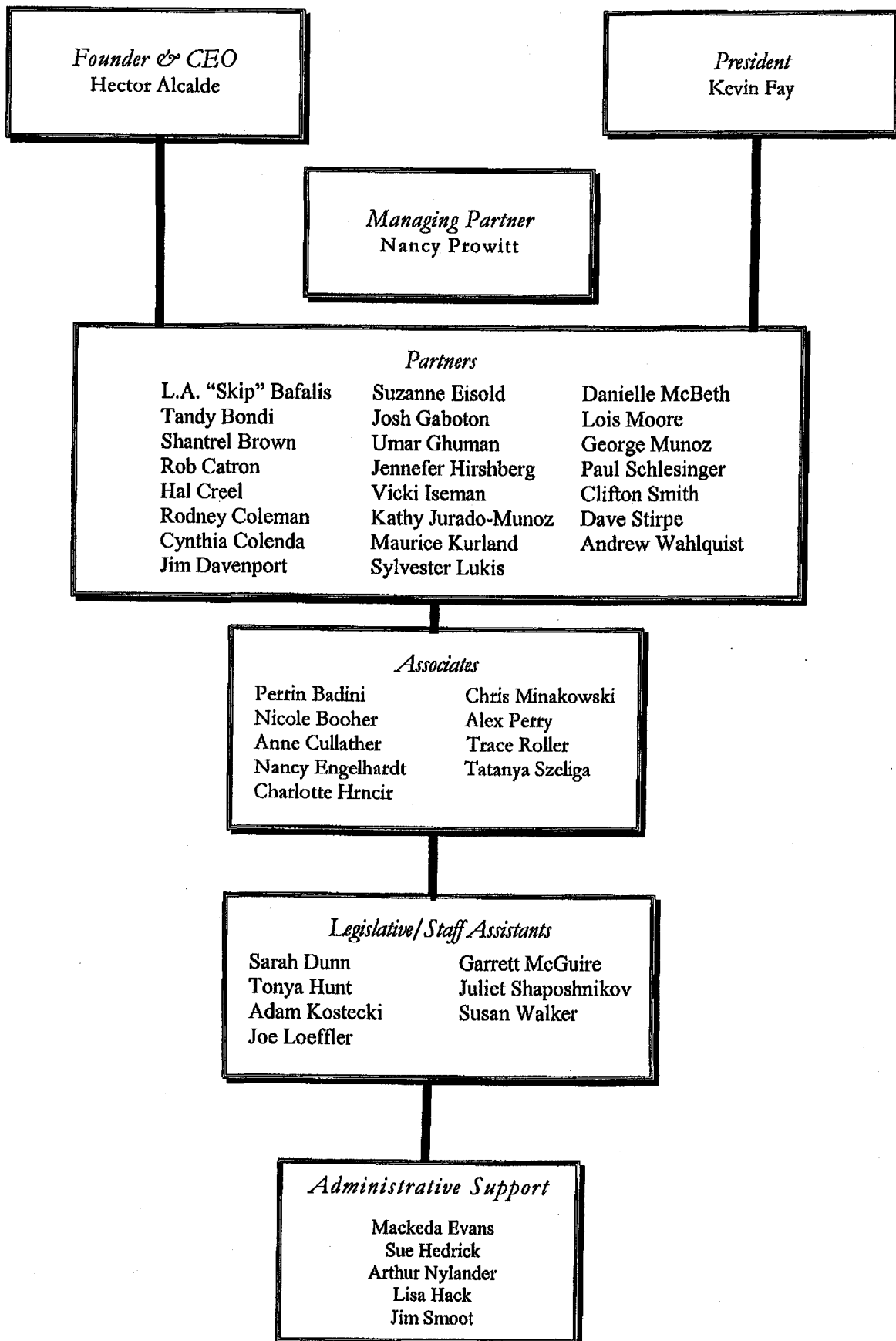
Town of Windermere, Florida

- \$750,000 for traffic calming measures
- \$200,000 for a stormwater management plan
- \$240,000 for bicycle and pedestrian improvements

City of Winter Park, Florida

- \$500,000 for traffic calming measures
- \$500,000 for construction of new intersections
- \$418,000 to construct an intermodal facility

ALCALDE & FAY ORGANIZATIONAL CHART



Return on Investment

Over the past three decades, Alcalde & Fay has helped secure more than \$1.1 billion in federal funding for municipalities in Florida.

City of Boca Raton

Paid Alcalde & Fay > \$694,000 since 1998

Federal Funding Received
> At least \$22.34 million

Projects Included > \$11.4 million for the I-95/Yamato and Glades Road Interchange
> \$6.3 million for beach renourishment
> \$1.6 million for an automated traffic management system
> \$1.39 million for a reverse osmosis water treatment facility
> \$500,000 for road improvements

City of Clearwater

Paid Alcalde & Fay > \$555,000 since 1998

Federal Funding Received > At least \$47 million

Projects Included > \$22 million for the Memorial Causeway Bridge > \$9.39 million for "Beach by Design," a strategic effort to revitalize Clearwater Beach
> \$3.5 million toward the implementation of an intelligent transportation system

City of Cocoa

Paid Alcalde & Fay > \$130,000 since 2005

Federal Funding Received
> At least \$1 million

Projects Included > \$600,000 for the reconstruction of Dixon Boulevard
> \$400,000 for the extension of Industry Road

City of Homestead

Paid Alcalde & Fay > \$237,000 since 2003

Federal Funding Received
> At least \$9.9 million

Projects Included > \$5.6 million for the widening of S.W. 328 Street from S.W. 137 Avenue to 152 Avenue > \$2 million for the widening of S.W. 320 Street from Flagler Avenue to S.W. 187 Avenue > \$1.05 million for water and wastewater infrastructure improvements > \$750,000 for the east-west bus connector > \$500,000 for facilities and equipment at the William F. "Bill" Dickinson Senior Center

City of Maitland

Paid Alcalde & Fay > \$365,000 since 2001

Federal Funding Received
> At least \$3.44 million

Projects Included > \$3 million for a traffic mitigation project at U.S. 17-92/Horatio Avenue > \$240,000 for a senior citizens center > \$200,000 for law enforcement technology upgrades

Florida Inland Navigation District

Paid Alcalde & Fay > \$360,000 since 2002

Federal Funding Received > \$17.8 million

Projects Included > \$14.8 million for operation and maintenance of the Atlantic Intracoastal Waterway in Florida
> \$3 million for emergency operation and maintenance of the Atlantic Intracoastal Waterway as a result of the 2004 hurricanes

Hendry County

Paid Alcalde & Fay > \$198,000 since 2003

Federal Funding Received
> More than \$7.8 million

Projects Included > \$6.6 million for improvements to State Road 80

> \$1 million for improvements to County Road 833 > \$150,000 for books and technology for the Harlem Library
> \$72,500 for improvements to Hendry LaBelle Community Civic Park

Jacksonville Port Authority

Paid Alcalde & Fay

> \$1.26 million since 1986

Federal Funding Received
> \$53.05 million

Projects Included > \$20 million over three years for a special highway demonstration project > \$9.5 million for an access road to the Talleyrand Seaport > \$7.5 million for the dredging of Jacksonville Harbor

Lake County

Paid Alcalde & Fay > \$313,000 since 2002

Federal Funding Received
> At least \$11.8 million

Projects Included > \$11.6 million for the widening of State Road 50 > \$200,000 for construction of the Citrus Ridge Library

Other Successes > Obtained a congressional directive that makes the county eligible to receive grant funding through the Agriculture Department's rural development programs even though the county doesn't technically meet program criteria > obtained a congressional directive to fund the county's drinking water study

Osceola County

Paid Alcalde & Fay > \$577,000 since 1998

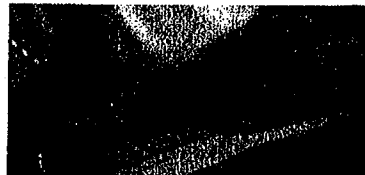
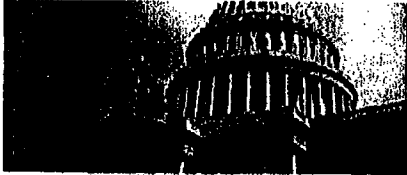
Federal Funding Received
> At least \$25.6 million

Projects Included > \$18.75 million to widen U.S. 192 > \$3.5 million to treat invasive aquatic plants that are a nuisance to the county's water system > \$1 million for an instrument landing system at Kissimmee Airport

Sources: Senate lobbying reports on file with the clerk of the House of Representatives and secretary of the Senate, Alcalde & Fay's "History of Successes"

ALCALDE & FAY

GRANT ALERT FOR LOCAL GOVERNMENTS



March 18, 2011

New in this issue:

- Community-Oriented Connectivity Broadband Grant Program
- i6 Green Challenge
- Healthy Indoor Environment Program – EPA Region 6
- WaterSMART Advanced Water Treatment Pilot and Demonstration Projects
- WaterSMART System Optimization Review Grants for FY2011
- OJJDP FY 2011 Gang Field Initiated Research and Evaluation Grant Program
- Paul S. Sarbanes, Transit in Parks Program
- High-Speed Intercity Passenger Rail Program- Individual Projects

NEW GRANT ANNOUNCEMENTS

DEPARTMENT OF AGRICULTURE

Community-Oriented Connectivity Broadband Grant Program

The Community-Oriented Connectivity Broadband Grant Program (Community Connect Grant Program) is designed to provide financial assistance to furnish broadband service in rural, economically-challenged communities where such service does not currently exist. Grant funds may be utilized to: deploy broadband transmission service to critical community facilities, rural residents, and rural businesses; construct, acquire, or expand a community center; and equip and operate a community center that provides free access to broadband services to community residents for at least two years. Grants will be awarded on a competitive basis to entities serving communities of up to 20,000 inhabitants to ensure rural consumers enjoy the same quality and range of telecommunications service as are available in urban and suburban communities.

Eligible Applicants:

State governments; county governments; city or township governments; Native American tribal governments (Federally recognized); nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education; for profit organizations other than small businesses; and small businesses.

Funding

An estimated \$25 million is available for an expected 300 awards, with a maximum of \$1.5 million per award and a minimum of \$50,000 per award.

Application Deadline

May 3, 2011

Application Information:

<http://edocket.access.gpo.gov/2011/pdf/2011-4751.pdf>

Program Information:

For further information, please contact Long Chen, Broadband Division, by phone: (202) 690-4673, or by e-mail: community.connect@wdc.usda.gov.

DEPARTMENT OF COMMERCE**i6 Green Challenge**

The Economic Development Administration's (EDA) Economic Adjustment Assistance Program announces i6 Green, which focuses on the nexus between economic development and environmental quality, spotlighting the best ideas that contribute to a vibrant, innovative clean economy. EDA solicits competitive applications to encourage and reward innovative, ground-breaking ideas that accelerate technology commercialization and new venture formation across the United States. i6 Green will reward communities that utilize Proof of Concept Centers to accelerate technology-led economic development in pursuit of a clean economy. Applicants must address a persistent problem or an unaddressed opportunity with a sense of urgency and demonstrate how an i6 Green Proof of Concept Center will remove existing road blocks and spark sustainable economic opportunities in the applicant's region. Applicants will be expected to incorporate a credible plan to access additional resources and demonstrate how the proposed effort will be sustained by a well-qualified team and partners.

Eligible Applicants

A district organization (as defined in 13 C.F.R. § 304.2); Indian Tribe or a consortium of Indian Tribes; State, city, or other political subdivisions of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; institution of higher education or a consortium of institutions of higher education; and a public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State.

Funding

EDA intends to award at least six winning applicants grants with a maximum of \$1 million per award, for a project period of up to two years from the date of award. In addition, Small Business Innovation Research (SBIR) grantees that are part of or central to winning applications may be eligible to receive supplemental awards from participating agencies.

Application Deadline

To be eligible to be considered for an i6 Green award, applicants must e-mail a letter of intent to i6@eda.doc.gov no later than 11:59 p.m. Eastern Time on May 2, 2011.

Application Information

<http://www.eda.gov/PDF/i6GreenFFO.pdf>

Program Information

The i6 Green [website](#) also contains additional information, including an extensive list of frequently asked questions. For further information, please contact the appropriate i6 Green regional office contact, listed below.

- Austin Regional Office: Jessica Falk, e-mail: jfalk@eda.doc.gov. Serves: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.
- Atlanta Regional Office: Lauren Dupuis, e-mail: LDupuis@eda.doc.gov. Serves: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee
- Chicago Regional Office: Dennis Foldenauer, e-mail: dfoldenauer@eda.doc.gov. Serves: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin.

- Denver Regional Office: Jenny Benz, e-mail: jbenz@eda.doc.gov. Serves: Colorado, Iowa (excluding Muscatine and Scott counties), Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming.
- Philadelphia Regional Office: Paul Matyskiela, e-mail: pmatyskiela@eda.doc.gov. Serves: Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Puerto Rico, Virgin Islands.
- Seattle Regional Office: Brian Parker, e-mail: bparker@eda.doc.gov. Serves: Alaska, Arizona, American Samoa, California, Guam, Hawaii, Idaho, Republic of Marshall Islands, Federated States of Micronesia, Nevada, Northern Mariana Islands, Oregon, Republic of Palau, and Washington.

ENVIRONMENTAL PROTECTION AGENCY

Healthy Indoor Environment Program – EPA Region 6

EPA Region 6 (Texas, New Mexico, Arkansas, Louisiana, and Oklahoma) is soliciting proposals from eligible organizations to fund projects to reduce the public's exposure to common indoor environmental hazards and address at least one of the following program priority areas: outreach and training projects that result in effective Indoor Air Quality (IAQ) management practices in schools; education of asthmatics and/or their caregivers concerning environmental triggers through home, daycare, community, and school interventions; or training of healthcare professionals, community workers, and other trained individuals on environmental management of asthma so they can counsel people with asthma.

Eligible Applicants

States; local governments; territories; Indian Tribes; possessions of the U.S., including the District of Columbia; international organizations; public and private universities and colleges; hospitals; laboratories; and other public or private non-profit institutions.

Funding

An estimated \$200,000 will be available for an expected five cooperative agreements, subject to availability of funds, the quality of proposals received, and other applicable considerations.

Application Deadline

April 21, 2011

Application Information

http://www.epa.gov/region6/6pd/iaq/iaq_rfp2011.pdf

Program Information

For further information, please contact Stacy Murphy by phone: (214) 665-7116 or by e-mail: Murphy.Stacy@epa.gov

DEPARTMENT OF THE INTERIOR

WaterSMART Advanced Water Treatment (AWT) Pilot and Demonstration Project Grants

The Bureau of Reclamation is inviting states, Indian tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with Reclamation on pilot and demonstration projects to accelerate the adoption and use of AWT technologies in order to increase water supply and provide for long term water sustainability. Projects funded under this notice will include pilot and demonstration projects that will address the technical, economic, and environmental viability of treating and using brackish groundwater, seawater, impaired waters, or otherwise creating new water supplies within a specific locale. The adoption and use of AWT

is a crucial element of any plan to address western water issues. Leveraging Federal funding through grants is an important step toward sustainable water supplies in the west.

Eligible Applicants

States; Indian tribes; irrigation districts; water districts; or other organizations with water or power delivery authority located in Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands.

Funding

An estimated \$2 million is planned to be available for award under this funding opportunity announcement. The amount of funding available for award under this notice will be determined once final FY2011 appropriations have been made. This notice will be cancelled if FY 2011 appropriations are insufficient to support new awards. Applications submitted under this FOA may also be considered if other funding becomes available in FY 2011 or subsequently. Please click [here](#) for updated funding information. Please note that applicants must provide a cost share of 50 percent or more of the total project cost.

Application Deadline

May 11, 2011; 4:00 p.m. Mountain Standard Time

Application Information

<http://www.grants.gov/search/announce.do;jsessionid=SnnLNC0V5Zh2Ztb89YwmLGBF1OhPTcyCK1qQ1hYGI1nVv8HGFp8VOI-1099244929>

For further information, please contact Michelle Maher, Grants Officer, by phone: (303) 445-2025 or by e-mail: [Grants Officer](#)

Program Information

<http://www.usbr.gov/WaterSMART/advanced.html>

WaterSMART System Optimization Review (SOR) Grants for FY2011

The Bureau of Reclamation is inviting states, Indian tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with Reclamation to assess the potential for water management improvements and identify specific ways to implement those improvements. System Operation Reviews (SOR) consist of: (1) An assessment of the potential for water management improvements in a river basin, system, or district and (2) A report identifying specific improvements to increase efficiency, including a plan of action for implementing the recommendations. The recommendations can include physical improvements, such as modernizing a water delivery system, changing operations to improve water and energy efficiency, or facilitating water transfers or water marketing. The SOR may focus on a watershed, river basin, district, delivery system, or a portion thereof. Completing an SOR will help Indian tribes, districts, states, and other local entities with water delivery authority to identify potential projects and develop the supporting documentation necessary to apply for Water and Energy Efficiency Grants under the WaterSMART Program. Applicants who have already completed an SOR may receive additional points during the Water and Energy Efficiency Grant review process.

Eligible Applicants

States; Indian tribes; irrigation districts; water districts; or other organizations with water or power delivery authority located in Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands.

Funding

An estimated \$1 million is planned to be available for award under this funding opportunity announcement. The amount of funding available for award under this notice will be determined once final FY2011 appropriations have been made. This notice will be cancelled if FY 2011 appropriations are insufficient to support new awards. Applications submitted under this FOA may also be considered if other funding becomes available in FY 2011 or subsequently. Please click [here](#) for updated funding information. Please note that applicants must provide a cost share of 50 percent or more of the total project cost.

Application Deadline

April 27, 2011; 4:00 p.m. Mountain Standard Time

Application Information

<http://www.grants.gov/search/announce.do;jsessionid=TbFBNC0hJ61GTDGV6rlqyrfXxv22vD14lyNTVT D29swDGKQOywYtl-1099244929>

For further information, please contact Michelle Maher, Grants Officer, by phone: (303) 445-2025 or by e-mail: [Grants Officer](#)

Program Information

<http://www.usbr.gov/WaterSMART/system.html>

DEPARTMENT OF JUSTICE

Office of Juvenile Justice and Delinquency Prevention (OJJDP) FY 2011 Gang Field Initiated Research and Evaluation Grant Program

The OJJDP FY 2011 Gang Field Initiated Research and Evaluation Grant Program awards competitive funding to fund research and evaluation studies to produce practical findings for policymakers and practitioners for the development of evidence-based programs, policies, and strategies that effectively address at-risk and gang-involved youth. Topics to be addressed may include, but are not limited to: youth entry into, involvement in, and desistance from gang-related crime; the effectiveness of prevention approaches targeting youth at risk for gang involvement; the effectiveness of intervention strategies; the nature and scope of youth gangs in juvenile detention and correctional facilities; the effectiveness of reentry approaches; and the assessment of how tribal communities can effectively address gang-related challenges confronting at-risk and gang-involved native youth.

For this solicitation, OJJDP will require researchers to identify a key area of gang research and/or evaluation topic and justify why it merits investigation. OJJDP is interested in answering the following research questions and encourages applicants to address one or more of these questions:

- What factors (such as mentoring, outreach, job counseling/training, life experiences, participation in intervention programs, and/or involvement in the juvenile justice system) influence a youth's desistance from involvement in a gang and/or gang-related crime?
- How effective are prevention programs that target youth exhibiting risk factors for gang involvement?
- How effective are intervention programs that target gang-involved youth? What are the nature and scope of youth gangs in juvenile detention and correctional facilities?
- How effective are juvenile justice residential facilities and community-based reentry initiatives in positively impacting the behavior of gang members?
- How can Native American tribal communities effectively address gang-related challenges confronting their youth through gang prevention, intervention, suppression, and reentry programs and strategies?

Eligible Applicants

State and local governments; public and private universities and colleges; and nonprofit organizations (including faith-based and community organizations). Applicants must demonstrate the ability to design and conduct a rigorous research and/or evaluation initiative.

Funding

OJJDP intends to award multiple grants under this solicitation, depending upon available funding. Expected award amounts will range between \$200,000 and \$1 million for a project period of as long as four years.

Application Deadline

May 9, 2011

Application and Program Information

<http://www.ojjdp.gov/grants/solicitations/FY2011/GangFIRE.pdf>

For further information, please contact the Justice Information Center by phone: (877) 927-5657, or by e-mail: JIC@telesishq.com.

DEPARTMENT OF TRANSPORTATION**Paul S. Sarbanes, Transit in Parks Program**

The Federal Transit Administration (FTA) is seeking proposals for capital and planning expenses for alternative transportation systems such as buses and trams in federally-managed parks and public lands. The purpose of the program is to enhance the protection of national parks and Federal lands, and increase the enjoyment of those visiting them.

Eligible Applicants

Federal land management agencies, including the National Park Service, the Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, and the Bureau of Reclamation; and State, tribal and local governments with jurisdiction over land in the vicinity of an eligible area, acting with the consent of a Federal land management agency, alone or in partnership with a Federal land management agency or other governmental or non-governmental participant. If the applicant is a State, tribal, or local government, a letter from the affected unit(s) of the Federal land management agencies expressing support for the project should be submitted with the project proposal.

Funding

The amount of funding available will be determined by Congressional appropriation prior to the selection of awardees, and based on the timing of such funding becoming available, may also include funding for Fiscal Year 2012.

Application Deadline

May 9, 2011

Application Information

<http://edocket.access.gpo.gov/2011/2011-5427.htm>

For further information, please contact Adam Schildge, Paul S. Sarbanes Transit in Parks Program, by phone: (202) 366-0778 or by e-mail: Adam.Schildge@dot.gov

Program Information

http://www.fta.dot.gov/funding/grants/grants_financing_6106.html

High-Speed Intercity Passenger Rail (HSIPR) Program- Individual Projects

The Federal Railroad Administration (FRA) is soliciting grant applications for funding under the Federal Railroad Administration's High-Speed Intercity Passenger Rail (HSIPR) Program. This notice also is intended to establish a pipeline of meritorious projects that could receive any other HSIPR funds available at the time of award.

Eligible Applicants

States; groups of States; interstate compacts; public agencies established by one or more States and having responsibility for providing intercity passenger rail service or high-speed passenger rail service; and Amtrak.

Funding

\$2.42 billion

Application Deadline

Complete proposals must be submitted by April 4, 2011.

Application Information

<http://www.fra.dot.gov/rpd/passenger/477.shtml>

<https://www.grantsolutions.gov/gs/preaward/previewPublicAnnouncement.do?id=12341>

Program Information

For further information, please contact the FRA HSIPR Program Manager by e-mail: HSIPR@dot.gov, or by mail: U.S. Department of Transportation, Federal Railroad Administration, MS-20, 1200 New Jersey Avenue, S.E., Washington, DC 20590 Att'n: HSIPR Program.

<http://www.fra.dot.gov/Pages/31.shtml>

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 11-033/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.


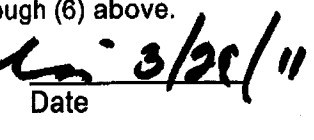
This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal opening to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by
Skip Bafalis the
(Individual's Name)
Partner of
Alcalde & Fay
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


Signature

Date

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 11-033/SC

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared
Skip Bafalis, hereinafter referred to as "Affiant," who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or
[x] the Partner of Alcalde & Fay
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of
County Commissioners.

2. Affiant's address is: 2111 Wilson Blvd., 8th Floor
Arlington, VA 22201

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a
five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to
nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal
Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the
general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon
by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to
execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws
of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's
knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Skip Bafalis
Skip Bafalis Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 28 day of March, 2011, by
L.A. Skip Bafalis (X) who is personally known to me or [] who has produced
as identification and who did take an oath.



Lisa Hack
Notary Public
Lisa Hack
(Print Notary Name)

State of ~~Florida~~ at Large-Virginia, County of Arlington
My Commission Expires: 4/30/2014

EXHIBIT C
SCHEDULE OF PAYMENTS
Contract No. 11-033/SC

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

<u>MONTH</u>	<u>PAYMENT</u>	<u>TOTAL COST TO DATE</u>
7/2011	3,750.00	3,750.00
8/2011	3,750.00	7,500.00
9/2011	3,750.00	11,250.00
10/2011	3,750.00	15,000.00
11/2011	3,750.00	18,750.00
12/2011	3,750.00	22,500.00
1/2012	3,750.00	26,250.00
2/2012	3,750.00	30,000.00
3/2012	3,750.00	33,750.00
4/2012	3,750.00	37,500.00
5/2012	3,750.00	41,250.00
6/2012	3,750.00	45,000.00
7/2012	3,750.00	48,750.00
8/2012	3,750.00	52,500.00
9/2012	3,750.00	56,250.00
10/2012	3,750.00	60,000.00

Deliverable(s) Required:

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Federal Lobbying Services

PROJECT NO. OR BID NO.: RFP No. 11-033/SC

NAME OF PRIME BIDDER: Alcalde & Fay

ADDRESS: 2111 Wilson Boulevard, 8th Floor, Arlington, VA 22201

CONTACT PERSON: L.A. Skip Bafalis, Partner

PHONE NO.: 703-841-0626 **FAX NO.: 703-243-2874**

BID OPENING DATE:04/06/11_**USER DEPARTMENT:**

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. -0-	<input type="checkbox"/>	<input type="checkbox"/>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
2. -0-	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3. -0-	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4. -0-	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5. -0-	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

(Please use additional sheets if necessary)

Total

Total Bid Price \$ -0-

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work -0-

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.
- Revised 6/16/2011

Revised 6/16/2011



MA154385000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Commercial Lines - (703) 549-2200	CONTACT NAME:	
	Wells Fargo Insurance Services USA, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):
	115 N. St. Asaph Street	E-MAIL ADDRESS:	
	Alexandria, VA 22314-3109	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Alcalde & Fay Ltd. 2111 Wilson Blvd., Suite 850 Arlington, VA 22201	INSURER A:	Travelers Indemnity Company
		INSURER B:	Executive Risk Indemnity
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2995121

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			I680-90K6675A	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comprehensive <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Collision \$1,00			BA96K77711	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 5,000			ISFCUP4132Y96A	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	IHUB90K97532	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			68032197	07/01/2011	07/01/2012	\$1,000,000/25,00 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are additional insureds as respects the general liability: Palm Beach County. Waiver of Subrogation applies when required by written contract prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Attn: Mrs Sharon Cushnie Senior Buyer Purchasing Dept. 50 SOut Military Trail Suite 110 West Palm Beach, FL 33415-3190	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

(This certificate replaces certificate# 2991133 issued on 7/6/2011)

**PALM TRAN
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 07/06/11 REQUESTED BY: Legislative Affairs

PHONE: 561-355-3451 FAX:

PROJECT TITLE: Federal Lobbying Services

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

REQUESTED AMOUNT: \$ 10,214

DATE: 07/06/11

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:**

Requested FY 2011 Budget Availability for the Federal Lobbying Services contract agenda item. Agenda item prepared by Legislative Affairs for the July 19, 2011 BOCC meeting.

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1340 DEPT: 540 UNIT: 5160 OBJ: 3101

FUNDING SOURCE (CHECK ALL THAT APPLY): ☒ AD VALOREM ☐ OTHER☐ FEDERAL/DAVIS BACONBAS APPROVED BY: 
Finance Manager

DATE: 7/6/11

ENCUMBRANCE NUMBER: _____

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
BUDGET AVAILABILITY STATEMENT**

DATE: July 7, 2011

TO: Todd Bonlarron, Director Legislative Affairs
County Administration

FROM: Guy Eggertsson, Fiscal Manager 1
Water Utilities Department

Guy Eggertsson

RE: Annual Federal Lobbying Contracts July, 2011 to October, 2012- WUD
Portion

FISCAL IMPACT ANALYSIS:

Summary of Fiscal Impact:

Is item included in current budget? Yes X No ____

Budget Account Number:

Fund	Agency	Organization	Object	Amount
4001	720	1110	3101	\$9,957.00

~~PALM TRAN~~
Airports
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 07/06/11 REQUESTED BY: Legislative Affairs/Airports

PHONE: 561-471-7433 FAX:

PROJECT TITLE: Federal Lobbying Services

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

REQUESTED AMOUNT: \$ 10,214

DATE: 07/06/11

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Requested FY 2011 Budget Availability for the Federal Lobbying Services contract agenda item. Agenda item prepared by Legislative Affairs for the July 19, 2011 BOCC meeting.

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 4100 DEPT: 120 UNIT: 1110 OBJ: 3101

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM X OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: Mike Simmons, Director of Finance

DATE: 7/6/11

ENCUMBRANCE NUMBER: 