

AGREEMENT FOR PROFESSIONAL SERVICES

AUGUSTA, GEORGIA CONSOLIDATED

GOVERNMENT, GEORGIA

THIS AGREEMENT made as of this day of , 20 , (hereinafter called the "execution date") by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and **Holland & Knight**, a Limited Liability Partnership (LLP) organized and existing under the laws of the State of Georgia, with offices in Atlanta, GA (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide **State Lobbying and Legislative Representation Services** in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A. §36-60-13, this Contract shall (i) terminate without further obligation on the part of the City each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2024, unless extended by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed **One Hundred and Two Thousand Dollars (\$102,000.00)** per year. Amounts paid to the Contractor shall comply with and not exceed **Attachment A**, the Contractor's Cost Proposal, consisting of one page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted to:
Finance Department
535 Telfair St Suite 801
Augusta, Georgia 30901
Attention: A/P

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all scope of services in accordance with the City's **Request for Proposals (RFP) No. 22-300 for State Lobbying and Legislative Representation Services**, attached hereto as **Appendix I** and incorporated herein by reference, and the Contractor's response thereto, attached hereto as **Appendix II** and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least sixty (60) days prior to the effective date of termination.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five

(5) days after such notice to cure said failure or non-compliance.

In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the negligent Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all liabilities claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) to the extent caused by or sustained in connection with the negligent performance of this Contract or by conditions created thereby or arising out of or any way connected with negligent Work performed under this Contract, the defense of any and all claims, litigation, and actions suffered through any negligent act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the negligent performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. This indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.

I. Insurance Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor.

Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance and professional liability insurance with no cross suits exclusion (except for professional liability insurance). The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages

specified here or the joint venture will be a named insured under each respective policy specified.

Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be issued to :
- (f)

Geri A. Sams
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

- 3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 5. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 6. The non-professional liability insurance Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the City (except ten (10) days for non-payment of premium). Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance and professional liability insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to

consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees hired in the state of Georgia or hired to perform services on this Contract. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

M. **City Representative** The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties

unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
Attachment H:	Exceptions to the Standard City Contract, if any
Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
Appendix II	Contractor's Response

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work

site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

If to the City:

City Administrator
535 Telfair Street Suite 900
Augusta, Georgia 30901

and

With a copy to:

Procurement Director
Department of Procurement
535 Telfair Street Suite 605
Augusta, Georgia 30901

If to the Contractor:

_____,

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT

AUGUSTA, GEORGIA (CITY)

By: 

Signature

Marci Rubensohn

Name (Typed or Printed)

Senior Policy Advisor

Title

59-0663819

Federal Tax I.D. Number

12/10/2021

Date

ATTEST: 

Signature

Cynthia A. Pettit

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:


Department Director

By: 

Printed Name: Mayor, Hardy Davis, Jr

Date

ATTEST:


LENA BONNER, CCC
Clerk of the Board of Commissioners of
Augusta, Georgia

APPROVED AS TO FORM:

City Attorney Signature

ATTACHMENT A

Cost Proposal – (2 Pages)

ATTACHMENT A COST PROPOSAL FORM

NEGOTIATED COST PROPOSAL

(Consisting of two (2) pages)

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

Marcia Rubenshn
Print Name of Authorized Signer

1180 West Peachtree St
Business Entity Street Address
Suite 1800

Senior Policy Advisor
Title of Authorized Signer

Atlanta GA 30309
Business Entity City, State and Zip Code

[Signature]
Authorized Signature

(404) 817 8552
Contact Person's Phone Number

Holland & Knight
Name of Business Entity Submitting Bid

Contact Person's Fax Number

Atlanta
Business Entity City

marc.rubenshn@hklaw.com
Contact Person's E-Mail Address

NEGOTIATED COST PROPOSAL
22-300 State Lobbying and Legislative Representation Services
Page 2 of 2

State a **FIRM FIXED LUMP SUM** that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

	Hourly Rate monthly	Estimated Total Project Hours	Total Project Cost
Year One (1)	8,500		102,000
Year Two (2)	8,500		102,000
Year Three (3)	8,500		102,000
Total			306,000

**THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON-
AVAILABLE FUNDING.**

ATTACHMENT B

Contractor Affidavit and Agreement:

Augusta's Attachment "B" and S.A.V.E. Program (Pages 7-9)



PAGE 1 OF 2

Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Note: We do not have a business license in the State of Georgia but we are registered and our Georgia LLP number is K701659. We will obtain one in Richmond County if awarded.

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street NW, Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500 Fax: 404.881.0470 Email: marci.rubensohn@hklaw.com

Do You Have A Business License? Yes: No: X N/A

Augusta, GA Business License # for your Company (Must Provide):

And/or Your State/Local Business License # for your Company (Must Provide): N/A

Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): N/A

Additional Specialty License # (Must Provide if applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: N/A

Acknowledgement of Addenda: (#1) ; (#2) ; (#3) ; (#4) ; (#5) ; (#6) ; (#7) ; (#8) ;

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,495 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify® User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.doi.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,495.00

Date of Authorization

**** (E-Verify Number)** 166390

11/21/2008

Holland & Knight LLP

State Lobbying and Legislative Representation Services/RFP Item
#22-300

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 30, 2021 in Washington, DC (City), District of Columbia (State).

[Signature]

Marci Rubensohn, Senior Policy Advisor

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF November, 2021

[Signature]
Notary Public

October 14, 2024
 My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #22-300; State Lobbying and Legislative Representation Services

[RFP Project Number and Project Name]

Marci Rubensohn, Senior Policy Advisor

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Holland & Knight LLP

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Marci Rubensohn
Signature of Applicant

Marci Rubensohn

Printed Name

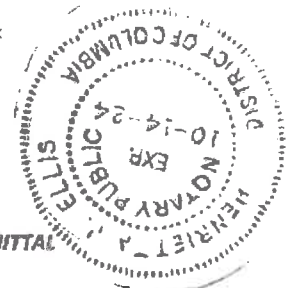
* Allen Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF November 2021

Henrietta J. Ellis
Notary Public

My Commission Expires: October 14, 2024

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016


RFP 22-300 State Lobbying and Legislative Representation Services
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.
Page 9 of 64

ATTACHMENT G
CERTIFICATE OF AUTHORITY
(3 Pages)

CERTIFICATE OF AUTHORITY

I hereby certify that, pursuant to the attached excerpts from the Holland & Knight LLP ("H&K") Amended and Restated Partnership Agreement effective July 31, 2021 ("Partnership Agreement"), Robert Highsmith, currently a Partner of H&K, is an authorized signatory to enter into and execute H&K's response to Augusta, Georgia Consolidated Government, Request For Proposals, RFP #22-300, State Lobbying and Legislative Representative Services, and to execute on behalf of H&K any agreement resulting from that negotiation.

IN WITNESS WHEREOF, this certificate has been executed by:

By: 

Crystal J. Adkins
Partner and Deputy General Counsel

Dated: December 1, 2021

**Excerpts from
AMENDED AND RESTATED PARTNERSHIP AGREEMENT
OF**

**HOLLAND & KNIGHT LLP
EFFECTIVE AS OF JULY 31, 2021**

**ARTICLE I
DEFINITIONS, ACCOUNTING TERMS AND CONSTRUCTION**

Section 1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined have the following meanings:

“Ordinary Course of Practice” means the usual and customary activities of a Partner in rendering, managing, and administering legal services to Clients, in developing new Client relationships for the Firm, and otherwise in performing the usual and customary duties and responsibilities incident to the practice of law, including executing engagement instruments on behalf of the Firm.

**ARTICLE V
PROFESSIONAL RESPONSIBILITY AND CONDUCT OF PARTNERS**

Section 5.6 Relations of Partners to Persons Dealing with the Firm. Subject to the restrictions in Section 5.7, each Partner shall have the authority to act in the Ordinary Course of Practice. Action taken by a Partner that is in the Ordinary Course of Practice shall bind the Firm, unless the Partner was not authorized to take such action and the person with whom such Partner was dealing knew or had received notice that such Partner was not authorized to take such action. Action taken by a Partner that is not in the Ordinary Course of Practice shall not bind the Firm, unless either (i) the Managing Partner or the Directors Committee, acting within their respective spheres of authority (as provided in this Agreement), has authorized the Partner to take such action, or (ii) such action is specifically authorized in this Agreement.

5.7 Restriction on Activities of Partners.

(a) A Partner shall not engage in the practice of law or any Related Activity, except on behalf of the Firm.

(b) A Partner shall not undertake a civic, professional, or eleemosynary responsibility or activity if the Managing Partner determines that such activity is inconsistent with the best interests of the Firm.

(c) A Partner shall not undertake or continue a legal representation or other engagement by the Firm if the Managing Partner determines that such representation is inconsistent with the best interests of the Firm.

(d) A Partner shall not be a passive investor in any enterprise if (i) such enterprise is known by the Partner to be engaged in any illegal business or to be conducting a legal business in a manner that violates the criminal laws, (ii) the Managing Partner determines that such Partner's passive investment in such enterprise would (A) adversely affect or diminish the business reputation of the Firm, (B) create a conflict of interest for the Firm under the applicable rules of professional conduct or responsibility, or (C) create a business conflict of interest that is inconsistent with the best interests of the Firm, or (iii) the Managing Partner determines that the

Partner's passive investment in such enterprise would impair the ability of the Partner to exercise independent professional judgment on behalf of Clients.

(e) A Partner shall not invest, directly or indirectly, in Clients, vendors, or contractors of the Firm, except in compliance with the policies of the Firm adopted by the Directors Committee.

(f) A Partner shall not be engaged actively in the conduct of any business activity that would impair the Partner's ability to engage in the full-time practice of law, except to the extent permitted by the Managing Partner (i) in accordance with general policy adopted by the Directors Committee, or (ii) as otherwise consistent with the best interests of the Firm.

(g) A Partner shall not engage in any business or activity that the Managing Partner reasonably determines is inconsistent with the best interests of the Firm or inconsistent with general policy adopted by the Directors Committee.

(h) A Partner shall not be a candidate for, or serve in, an elected public office, except in compliance with the policies of the Firm adopted by the Directors Committee.

ATTACHMENT H
EXCEPTIONS TO CONTRACT

CRITERIA FOR EVALUATION

ATTACHMENT F SAMPLE CITY CONTRACT

ARTICLE V. GENERAL CONDITIONS

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least thirty (30) days prior to the effective date of termination.

Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.

Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the **negligent** Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all **liabilities claims or actions** based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) **to the extent** caused by or sustained in connection with the **negligent** performance of this Contract or by conditions created thereby or arising out of or any way connected with **negligent** Work performed under this Contract, ~~as well as all expenses incidental to the defense of any such claims, litigation, and actions.~~ Furthermore, Contractor shall assume ~~and pay for, without cost to the City Indemnitees,~~ the defense of any and all claims, litigation, and actions suffered through any **negligent** act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's **sole** negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the **negligent** performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all **claims, loss, damage, charge, or expense** to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. **This indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.**

Holland & Knight seeks to line indemnification provisions up with our insurance coverage. Accordingly, we request modification as shown above.

I. Insurance

2. Additional Insured Requirement:

(a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance **and professional liability insurance** with no cross suits exclusion **(except for professional liability insurance)**. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

H&K is prohibited by its professional liability insurance underwriters from naming a client as an additional insured. H&K's professional liability insurance policy excludes coverage for a claim by one insured against another insured. As such we request modifications as shown above.

Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

Holland & Knight does not provide bonds in the event requested.

6. The non-professional liability insurance Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least **sixty (60) thirty (30)** days prior written notice to the City **(except ten (10) days for non-payment of premium)**. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance **and professional liability insurance**) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

Neither the firm's professional liability insurance policy nor the Acord form used by its brokers for certificates of insurance can be endorsed to provide 60 days written notice to the City prior to any cancellation or non renewal. In the highly unlikely event H&K's professional liability insurance were cancelled or non renewed, H&K would promptly notify its clients. Notice is not available for changes to the firm's professional liability insurance, but it is unlikely there would be any change that would adversely affect the City. As stated above, H&K is prohibited by its underwriters from naming a client as an additional insured.

Per our insurance brokers: Thirty days written notice is standard. Accordingly, we request modification as shown above.

7. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

Holland & Knight does not provide copies of our insurance policies outside of the firm.

L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization
Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and subsubcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees **hired in the state of Georgia or hired to perform services on this Contract**. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each subsubcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subsubcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

We do e-Verify in Georgia as we are required to by law (we are also required to do so in North Carolina). We are not required to do so under the laws of any other state in which we maintain an office. We cannot agree to this requirement as written, but could agree if the City will accept the language proposed above.

ATTACHMENT I
Lobbyist State Registration
(3 Pages)

Georgia Lobbyist State Registration

Below is information about our lobbyists' registration:

Marci Rubensohn: Lobbyist ID # L20051397

Robert Highsmith: Lobbyist ID# L20051064

GEORGIA GOVERNMENT TRANSPARENCY AND CAMPAIGN FINANCE COMMISSION

Formerly known as the State Ethics Commission

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By Group

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Lobbyist Roster

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Campaign Reports

Personal Financial Reports &
Affidavits

Lobbyist Reports

Late/Non-Filer Reports

Vendor Gifts Reports

CFC Main Search

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LOBBYIST REGISTRATION AND DISCLOSURE REPORTS

Name: MARCIA RUBENSOHN
FilerID: L20051397
Address: HOLLAND & KNIGHT
1180 WEST PEACHTREE STREET, SUITE
1800
City/State/Zip: ATLANTA, GA 30309
Telephone: (678) 576 - 4876



Year	Date Registered	First Name on Badge
2021	12/2/2020	MARCIA
2020	12/3/2019	MARCIA
2019	12/10/2018	MARCIA
2018	12/11/2017	MARCIA
2017	12/8/2016	MARCIA
2016	12/16/2015	MARCIA
2015	12/15/2014	MARCIA
2014	1/2/2014	MARCIA
2013	12/18/2012	MARCIA
2012	12/1/2011	MARCIA
2011	12/29/2010	MARCIA
2010	12/16/2009	MARCIA
2009	12/17/2008	MARCIA
2008	12/19/2007	MARCIA
2007	12/15/2006	MARCIA
2006	12/19/2005	MARCIA

☒ LOBBYIST GROUP INFORMATION (Click to Expand Information)

☒ LOBBYIST REPORT INFORMATION (Click to Expand Information)

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GEORGIA GOVERNMENT TRANSPARENCY AND CAMPAIGN FINANCE COMMISSION

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Personal Financial Reports &

Affidavits

Lobbyist Reports

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Vendor Gifts Reports

CFC Main Search

LOBBYIST REGISTRATION AND DISCLOSURE REPORTS

Name: **ROBERT S. HIGHSMITH**
FilerID: L20051064
Address: 1180 WEST PEACHTREE STREET
SUITE 1800
City/State/Zip: ATLANTA , GA 30309
Telephone: (404) 817 - 8500



[CFC Home Page](#)

Year	Date Registered	First Name on Badge
2021	1/27/2021	ROBERT
2020	1/5/2020	ROBERT
2019	1/11/2019	ROBERT
2018	1/3/2018	ROBERT
2017	12/1/2016	ROBERT
2016	12/15/2015	ROBERT
2015	12/18/2014	ROBERT
2014	1/7/2014	ROBERT
2013	1/7/2013	ROBERT
2012	12/6/2011	ROBERT
2011	1/5/2011	ROBERT
2010	1/4/2010	ROBERT
2009	1/7/2009	ROBERT
2008	12/31/2007	ROBERT
2007	1/5/2007	ROBERT
2006	12/15/2005	ROBERT

☒ LOBBYIST GROUP INFORMATION (Click to Expand Information)

☒ LOBBYIST REPORT INFORMATION (Click to Expand Information)

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APPENDIX

I

The City's Request for Proposals (RFP) No. 22 -300



Request for Proposals

RFP Item #22-300

State Lobbying and Legislative Representation Services

for

Augusta, Georgia – Administrator's Office

RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.

Until further notice

**All bid openings, conferences and evaluation meetings
will be conducted by electronic teleconferencing via ZOOM.
Instructions are enclosed.**

Sec. 1-10-50. Sealed bids selection method:

Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

***It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal
Is Received By The Time Specified Above.***

One Original and Seven (7) Copies of RFP shall be submitted

Thanks for doing business with us . . .

***Geri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901***



Clarification to Front End Documents - Pages 1-10

Request for Proposal Advertisement

Electronic Zoom Information

Instruction to Submit

Purpose
Viewing of the Augusta Code
Compliance with Laws
Proposal for All or Part
Protest
Minority/Women Business Enterprise (MWBE) Policy
Augusta Georgia License Requirement
Terms of Contract

Notice to All Proponents **Required to be returned with your submittal. Both documents must be notarized**

Attachment B **Must return the 2 pages**
Systematic Alien Verification for Entitlements (SAVE) Program **Must return the 1 page**

Local Small Business Opportunity Program Ordinance Requirements

Request for Proposal Specifications

Request for Proposal

Request for Proposals will be received at this office until **Thursday, December 2, 2021 @ 11:00 a.m.** via ZOOM Meeting ID: **831 7619 4686**; Passcode: **428517** for furnishing:

RFP Item # 22-300 State Lobbying and Legislative Representation Services for Augusta, GA - Administrator's Office

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street -- Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, November 23, 2021 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **120 days** after RFPs have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle November 12, 18, 22, 2021
Metro Courier November 12, 2021

cc: Odie Donald, II Administrator
 Tanikia Jackson Deputy Administrator
 Charles Jackson Deputy Administrator

Revised: 8/11/2016

PROCUREMENT DEPARTMENT

ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC RFP INSTRUCTIONS

Join from a PC, Mac, iPad, iPhone or Android device

***RFP Opening - RFP Item #22-300 State Lobbying and
Legislative Representative Services***

Thursday, December 2, 2021 @ 11:00 a.m.

ZOOM Opening:

1. Click this URL to start or join Zoom:
2. Or go to <https://zoom.us/join> and enter meeting ID: **831 7619 4686**
3. **Password: 428517**

Teleconference: Telephone number: **646 876 9923**

1. When prompted enter the **Passcode: 428517**
2. Caltrans will mute the teleconference line to prevent disruptions and distractions.
3. To exit the teleconference, simply hang up your phone.

OFFICIAL RFP RESULTS will Post within 5 Days

For Assistance: Please Contact the Bid and Contract Team at (706) 821-2888

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable state and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NI D=685> **Guidelines & Procedures**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by state, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**

Attn: Geri A. Sams,
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email:
procbidandcontract@augustaga.gov
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program*
Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of state and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other state and state mandated DBE requirements for certain DOT, FTA, FAA, and other state and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other state or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

General Contractors License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)
☐ (A) Annual Contract
☒ (B) One time Purchase.
☐ (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract.** Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

**Attachment B**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company **(Must Provide)**: _____

And/or Your State/Local Business License # for your Company **(Must Provide)**: _____

Utility Contractors License # **(Must Provide if applicable)**: _____ **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # **(Must Provide if applicable)**: _____

Additional Specialty License # **(Must Provide if applicable)**: _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: {#1} _____: {#2} _____: {#3} _____: {#4} _____: {#5} _____: {#6} _____: {#7} _____: {#8} _____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

Date of Authorization

**** (E-Verify Number)** _____

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[RFP Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. •

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016

Local Small Business Opportunity Program Ordinance Requirements
Notice to All Proponents PLEASE READ CAREFULLY Shall apply to **ALL**
Bids/RFPs/RFQs regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBO Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form visit: <http://www.augustaga.gov/index.aspx?nid=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>
SHALL APPLY TO PROJECTS \$100,000 & UP

Sec. 1-10-129. Local small business opportunities program participation.

(a) ***Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing.*** The following procedures and contract requirements will be used to ensure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each Proponent shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All solicitation documents shall require bidders or proponents to submit with their bid/proposal the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small

businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

(d) ***Post Contract Award Requirements.*** The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) The reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) **Compliance.**

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(i) **Competitive Bids.**

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – state funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with state funded projects, solicitations or contracts as authorized by state (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the state (and Georgia) laws, regulations and conditions shall control.

For questions and or additional information please contact:

Local Small Business Opportunity Program,
535 Telfair Street, Room 530,
Augusta, Georgia 30901
(706) 821-2406.

NOTE: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid/RFP/RFQ Number.

Rev. 6/27/2013



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Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment C:	Contractor Reference and Release Form
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SECTION I

PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed Augusta, Georgia Consolidated Government (the "City") to provide state lobbying and legislative representation services for the City will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Thursday, December 2, 2021, @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 22-300 State Lobbying and Legislative Representation Services**. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **Opening will be via ZOOM – Meeting ID: 831 7619 4686; Passcode: 428517. No proposals will be accepted after that time.**

The Proposer will submit one (1) marked unbound original and seven (7) copies of their RFP and one (1) marked unbound original of its fee proposal. Failure to follow the required format may result in your organization's proposal being rejected as non-responsive to this process and ARC may exercise that right at its sole discretion. The successful proposal will have at a minimum, the following features:

- **The proposal shall be no more than thirty (30) pages in length**, excluding cover letter, required forms, tabs and appendices. **All proposals shall be 8 ½ x 11 format with all standard test fonts no smaller than 12 points.** The original will use one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be one sided copies and shall be spiral bound or bound with some other secure and permanent form of binding.
- An official authorized to bind the offeror must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the firm.
- Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortia will be evaluated according to the same requirements as a single firm.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Text is to include information in which the firm shall describe the proposed work program as interpreted from the Scope of Services.
- The firms shall provide a **FEE PROPOSAL that includes all items that are required to provide the services requested.** No additional unapproved expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.
- **Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 22-300 State Lobbying and Legislative Representation Services. All items related to cost will be placed in a separate sealed envelope.**
- **When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.**

- The Augusta reserves the right to reject any and all responses and to waive any informalities as deemed to be in the best interest of Augusta and reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- Each proposal will be evaluated using the criteria listed in RFP 22-300.

1.1 RECEIPT AND HANDLING OF PROPOSALS

The Firm assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 10 of the City's Purchasing Ordinance, competitive sealed proposals ***Bid opening.***

Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access to Procurement Information).

Public access. Procurement information shall be considered public records to the extent required by the Georgia Open Records Act. A Request for Proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial, trade secrets or commercial data contained in Request for Proposals shall be considered privileged and confidential and shall not be disclosed.

All work under this proposal will be performed at the sole cost and expense of the responder. Successful contractor will provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, room & board, equipment, materials, apparatus, data and other items necessary to accomplish the Project as defined, in accordance with the Scope of Services (herein called services).

The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project. The respondent shall provide, perform and complete all of the Services in a proper and workmanlike manner, consistent with the highest standards of professional practice, and in full compliance with all state and municipal regulations, and as required by or pursuant to this Request for Proposal.

The term of the contract for the requested services shall be for a period of three (3) years. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

The service request shall be on an as-needed basis and no work is guaranteed. All work requests are at the sole discretion of the City.

REQUIRED DOCUMENTS

Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
Attachment H:	Exceptions to the Standard City Contract, if any
Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
Appendix II	Contractor's Response

The services to be performed under the contract resulting from this RFP shall commence within ten (10) calendar days after receipt of written Notice to Proceed. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive seven hundred thirty (730) calendar day term at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within.

The City reserves the right to make one (1) award or multiple awards.

1.2 PURPOSE

The City of Augusta, Georgia is soliciting competitive sealed proposals (offers) for State Lobbying and Legislative Representation Services. The City desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal (consolidated) governments. The firms with a proven track record to provide professional consultant services in advocacy/lobbying at the State. The legislative services shall include, but not be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; all in accordance with the terms, conditions, and scope of work outlined in this Request for Proposal (RFP). The services will begin in January 2022.

1.3 SUBMITTAL OF QUESTIONS

All firms responding are cautioned to read this Request for Proposals (RFP) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov by Thursday, December 2, 2021 @ 5:00 p.m. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all of the requested information may cause the submittal to be rejected as non-responsive.

Geri A. Sams
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

1.4 PROPOSAL SUBMITTALS

One (1) unbound original and seven (7) copies of the proposal marked "RFP 22-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES" shall be submitted in a sealed envelope. These must be submitted to and received no later than 11:00 AM (local time), Thursday, December 2, 2021, to:

Geri A. Sams
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

1.5 AWARD

IF THE CITY AWARDS A CONTRACT, the contract will be awarded to the most responsive, responsible Firm whose offer is most responsive and responsible to the City, based upon the evaluation criteria specified in Evaluation and Award Section (Section VI and Section VII), results of the negotiations, and the final offer by the Firm. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the City in making an intelligent award decision based on the City's requirements and the best value proposal (offer) received.

1.6 CONTRACT

The successful Firm shall be required to complete a two-party standard form of contract. A sample contract (Attachment F) is attached.

1.7 NOTICE TO FIRMS

Companies not incorporated in the State of Georgia must be in compliance with the State of Georgia Code of Regulations, State Procurement Regulations, in order to enter into a contract with the City.

1.8 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

The successful firm shall register as a lobbyist and present proof of fulfillment of the reporting requirements under O.C.G.A. §21-5-71 (2008).

1.9 EXPENSES ASSOCIATED WITH RESPONSE

The City will not be responsible for any expenses incurred by a Firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

1.10 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

1.11 DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (706) 821-2406.

1.12 FAILURE TO PROVIDE ALL OF THE REQUESTED INFORMATION

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. **For a proposal to be considered it must remain valid for at least 120 days from the time that the Owner receives it.** The information contained in this RFP defines and describes the services requested.

The proposal shall be no more than thirty (30) pages in length, excluding cover letter, required forms, tabs and appendices. All documents will be typewritten on standard 8 ½ x 11 white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal. The original shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta-Richmond City Commission for their consideration and final approval.

No RFP may be withdrawn for a period of 120 days after bids have been opened, pending the execution of contract with the successful bidder(s).

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

1.13 KEY DATES SUMMARY SHEET

The City intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the City as required.

RFP Title:	State Lobbying and Legislative Representation Services
RFP Number:	RFP 22-300
RFP Issued Date:	Friday, November 12, 2021
Deadline to Submit	Thursday, December 2, 2021, 11:00 am (local time)
Send questions to:	<p>All questions must be submitted to the Procurement Department in writing by fax to 706 821-2811 or email to: procbidandcontract@augustaga.gov by Tuesday, November 23, 2021 @ 5:00 p.m.</p> <p>Mark subject line, cover page or envelope: "QUESTIONS ON RFP 22-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES"</p>
Responses to Written Questions (and any Addendum, if applicable)	Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective bidders (at the respective addresses furnished for such purposes), not later than five days prior to the date fixed for the opening of RFP. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents.
Sealed Proposals shall be submitted to:	<p>One (1) original and seven (7) copies of the proposal marked RFP 22-300, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES" shall be submitted in a sealed envelope. These must be submitted to and received no later than Thursday, December 2, 2021 to:</p> <p>Gerri A. Sams Procurement Department 535 Telfair Street - Room 605 Augusta, Georgia 30901</p>
Proposal Due Date and Time:	Thursday, December 2, 2021, 11:00 am (local time)

SECTION II

BACKGROUND AND SCOPE OF WORK

BACKGROUND:

Augusta, Georgia, located in the east central section of the state, is approximately 150 miles east of Atlanta on Interstate 20. The Savannah River serves as the boundary between Augusta and Aiken City, South Carolina. Augusta's current population is about 200,000+. Neighboring Columbia City is home to about 100,000. Along with several other Georgia and South Carolina counties the region is known as the Central Savannah River Area (CSRA), commonly referred to as the CSRA and is home to approximately half a million people. Augusta is Georgia's second oldest and second largest city, founded during the British colonial period as a trading outpost.

How We Started

Augusta has a rich history dating as far back as the early 1700s. The settlement was established in 1736 by British General James Oglethorpe, and named in honor of the bride of Frederick Louis, Prince of Wales. Built on the flat slopes of the Savannah River, in the area now known as Summerville, Augusta was also home to many neighboring tribes of Creek and Cherokee Indians.

With the construction of the Augusta Canal in 1847, Augusta became the second largest inland cotton market in the world during the cotton boom. Augusta has nine neighborhoods on the National Register of Historic Places, and several historic monuments and cemeteries.

Significant Structures

Augusta served as the state capital of Georgia from 1785 until 1795, and has many historically significant homes and buildings, such as the Cotton Exchange, established in 1872; the boyhood home of Woodrow Wilson (28th president of the United States); Ezekiel Harris House (1797); George Walton home (signer of the Declaration of Independence) and Springfield Baptist Church, the oldest African American church in America.

Augusta Today

In 1996 the City of Augusta consolidated with Richmond City to form Augusta-Richmond City. This consolidated governing body consists of a Mayor and ten (10) Augusta Commissioners. Augusta-Richmond City is one of only three consolidated governments in Georgia.

Augusta provides a full range of municipal services including police, refuse and recycling, water, sewer, and stormwater, streets, recreation programming, parks and facilities, community services, commercial and residential code enforcement, planning and zoning, and community development. Augusta has operated as consolidated government under a Mayor form of government since 1996. The

For general information about the City, the Mayor and Council, and other City departments, please visit the City's web site at <http://www.augustaga.gov>.

Augusta is perhaps best known as home of the Masters Golf Tournament held the first full week in April. The area is also a center for medicine, manufacturing, and military.

Augusta Facts

General Information

- Established - 1736
- Named For - Princess Augusta of Saxe Gotha (mother of King George III of Great Britain)
- Population - 200,000 City, 500,000 Trade Region
- Location - 136 ft. above sea level. 200 Savannah River miles or approximately 150 land miles from Atlantic Ocean
- Nicknames - The Central Savannah River Area (CSRA), includes surrounding counties in Georgia and South Carolina, The Garden City of the South, chosen in the early 20th century because of the City's many large private gardens
- Major Highways - Interstates 20 and 520, U.S. Routes 1, 25, 78, 278
- Colleges and Universities - Augusta University, Paine College, Augusta Technical College
- Military Installations - Fort Gordon (U.S. Army Signal Center) and the US Army Cyber Center of Excellence.
- Airports - Augusta Regional Airport, Daniel Field
- Famous Augustans - James Brown, Amy Grant, Jessye Norman, Terri Gibbs, Laurence Fishburne, Joe Penny, Ray Mercer, Frank Yerby, Hulk Hogan, and Larry Mize

SCOPE OF WORK:

The task descriptions below are basic services and each must be performed at either Federal or State level as applicable.

A. Description of Tasks

The successful proposer shall provide professional representation and liaison services with the Georgia General Assembly, Augusta Board of Commissioners, the executive departments and agencies of the State of Georgia. Services shall include but are not limited to the following:

- Assisting in the preparation of Augusta, GA's annual legislative agenda.
- Explaining and promoting the legislative agenda to elected officials, agency heads, and decision makers.
- Presence in the State Capitol during Georgia General Assembly's active sessions.
- Attending relevant legislative sessions, committee meetings and working groups.
- Assisting in the drafting of legislation.
- Monitoring bills and submitting weekly reports to the City.
- Informing City representatives of pending legislation that will have positive or negative consequences for the City.
- Maintaining close contact with the Augusta Board of Commissioners, other State legislators, agencies, and officials concerning the City's legislative interests.
- Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.
- Assisting in the identification of potential local, regional, or statewide opportunities or common goals that may benefit the City.
- Maintaining close contact with Georgia's US Congressional members and staffers, other relevant legislators, agencies, and officials concerning the City's legislative interests.
- Lobbying the Congressperson's staff, legislative leaders, and agencies on a year-round basis.
- Assisting in the identification of potential funding opportunities included (but not limited to) earmarks, special purpose funding or common goals that may benefit the City.

The term of the contract for the requested services shall be for a period of three (3) years. The initial term of the contract shall be three hundred sixty-five (365) calendar days. The contract may be renewed for two (2) successive three hundred sixty-five (365) terms at the same terms and conditions stated in the contract, for a total contract period of one thousand and ninety-five (1,095) calendar days.

Note: the services shall be on an as-needed basis and no work is guaranteed. All work request is at the sole discretion of Augusta, Georgia.

The City reserves the right to make one (1) award or multiple awards. Proposers can submit proposals for either Federal State Lobbying and Legislative Representation Services, State Lobbying Service or both.

B. Results or Outcome of Tasks

The successful firm shall perform the tasks as outlined above as necessary to pursue Augusta's state and legislative objectives.

C. Performance and Quality Standards

Successful firm shall perform the tasks as outlined above in **Section II Scope of Work, A. Description of Tasks**, with knowledge of the principles and practices of public administration, particularly of the organization and functions of Augusta, Georgia Government. The successful firm shall have knowledge of public administration research and report presentation methods and techniques, along with knowledge of legal, budgeting, and accounting procedures and processes. The successful firm must have the ability to establish and maintain effective working relationships with administrative officers, other lobbyists, the public, and legislative representatives; while having the ability to work independently, choosing creative techniques and methods of obtaining results within legal and ethical limitations.

D. Progress Reporting

- A. All reports and requests shall be provided to the Administrator or designee within a reasonable time (defined by Augusta, Georgia as within ten calendar days) after request is received by the successful firm.

E. Place of Performance

The successful lobbyist/firm will perform services from its office or place of business, with visits to Augusta, Georgia during the legislative session as needed.

F. Government Furnished Property/Services

Augusta, Georgia will provide a meeting area when a meeting is requested at the City by the Administrator or designee.

G. Contractor Furnished Items

The successful lobbyist/firm shall provide all needed supplies including, but not limited to, pens, paper, audio recording equipment, computers, printers, telephones, calculators, and other furniture and equipment necessary for the rendering of contracted services.

H. Any Applicable Regulations or Specifications.

The successful firm shall be registered as a lobbyist and present proof of reporting requirements under O.C.G.A. §21-5-71 (2008).

SECTION III OWNERSHIP OF DATA

OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of the City of Augusta.

SECTION IV RESPONSE CONTENTS

Firms shall outline the scope of work, elements and tasks therein and the means of execution. The original submittal shall be one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be spiral bound or bound with some other secure and permanent form of binding. The evaluation criteria, as outlined, should be addressed, and the firm's abilities and compliance provided.

Your response should follow the general format below:

SECTION	CONTENTS
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A.	PROCUREMENT DOCUMENTS:
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All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.

B.	QUALIFICATIONS & EXPERIENCE OF THE FIRM
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Each proposer shall submit a summary of their qualifications and experience. Proposals shall have the following qualifications at a minimum:

- Proposer shall have experience serving as a lobbyist.
- Proposer shall have knowledge of state laws and issues affecting municipalities and local government.
- Proposer shall have the ability to be present in Atlanta at the State Capital and other State offices, particularly during the legislative sessions of the Georgia General Assembly.
- Proposer shall have experience in dealing with diverse groups of legislators (state including Board of Commissioners) legislators.
- Proposer shall have experience in working with the Governor, Lieutenant Governor and other State executive officials.
- Proposer shall have experience working with other interest groups and lobbyists.

- Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

Firms are to include the following experience in reference to your company:

- (a) Describe your experience, capabilities and other qualifications for this project.
- (b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.
- (c) Disclose any relationships that may have an impact upon the services to be provided.
- (d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.
- (e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to the City during the last five (5) years.
- (f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.
- (g) Provide how many years operated under current company name
- (h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.
- (i) Provide a list of previous clients for whom you have performed lobbying services.
- (j) Provide a list of current clients for who you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.
- (k) Provide information regarding the extent of your relationship with State and Federal agencies.
- (l) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding) provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

C. ORGANIZATION & APPROACH

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.

This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

D. PROJECT MANAGEMENT:

Responders are requested to provide the following:

- a) describe how the project will be organized and managed;
- b) describe progress reporting procedures;
- c) describe anticipated use of subcontractor and/or partnerships;
- d) complete **Attachment D, Subcontractor Reference and Release Form**; and
- e) describe the resources necessary to accomplish the purpose of the project.

E. SCOPE OF SERVICES:

Provide experience and approach to the following as requested in **Section II Scope of Work**.

F. FINANCIAL STABILITY

Provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

G. REFERENCES:

All proposers must provide a list of services in the last five (5) years as references. Include legislation advanced for each identified client. Include the name of the organization, the address, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the **Reference and Release Form**, included as **Attachment C**.

H. FEE PROPOSAL

The fee proposal must be submitted in a separate, sealed envelope with the responder's name and **"fee Proposal for Request for Proposals No. 22 - 300 for State Legislative Lobbying Services"** on the outside of the envelope.

The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL. Including fees in any area outside of the fee Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

Responders are required to submit their costs on **Attachment A, Cost Proposal Form**.

Responder shall not alter the cost proposal form. Attach additional sheets as required for any addition details.

I. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance (E-Verify)

All qualifying contractors and subcontractors performing work with Augusta, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program. In order for a Proposal to be considered, **it is mandatory that the Contractor Affidavit and Agreement be completed and returned on Attachment B, be completed and submitted with responder's proposal.**

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

J. Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1. **It is mandatory that the Systematic Alien Verification for Entitlements (SAVE) Program form included as page XXX be completed and returned with responder's proposal.**

SECTION V
INDEMNIFICATION AND INSURANCE AND
CONTACT INFORMATION

INDEMNIFICATION AND INSURANCE:

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless Augusta-Richmond City and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract.

CONTACT INFORMATION:

All questions should be submitted in writing to Geri Sams at the Procurement Department in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov by **Tuesday, November 23, 2021 @ 5:00 p.m.**



SECTION VI CRITERIA FOR EVALUATION

RFP – Evaluation/Scoring Guidelines

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for state, state and local services.

3. Organization & Approach (10 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. **Scope of Services to be Provided (30 points)**

Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under **Section II Scope Statement of Work, A.**

5. **Financial Stability (5 points).**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. **If a public company, include a recap of the most recent audited financial report.**
- b. **If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.**

6. **References (5 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.
- b. Include specific individuals with addresses and telephone numbers.

7. **Proximity to Area (10 points)**

- | | | |
|----|---|-----------|
| a. | Within Richmond City | 10 points |
| b. | Within CSRA | 6 points |
| c. | Within Georgia | 4 points |
| d. | Within SE United States (includes AL, TN, NC, SC, FL) | 2 points |
| e. | All Others | 1 points |

8. **Presentation by Team (10 points) (Optional)**

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. **Q&A Response to Panel Questions (5 points) (Optional)**

Proposer provides responses to various interview panel questions.

10. **Fee Proposal (10 points) Enclosed in a separate sealed envelope.**

- | | | |
|----|------------|----|
| a. | Lowest Fee | 10 |
| b. | Second | 6 |
| c. | Third | 4 |
| d. | Fourth | 2 |
| e. | Fifth | 1 |

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1				
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response <ul style="list-style-type: none"> Package submitted by the deadline Package is complete (includes requested information as required per this solicitation) Attachment B is complete, signed and notarized 	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach		10	
4	Scope of Services: Experience and approach to the following: Firms professional experience as representative and liaison services as a State Representative Lobbyist to include but not limited to the items listed under Section II Scope Statement of Work, A.		30	
5	Financial Stability		5	
6	References (include specific individuals with addresses and telephone numbers).		5	
7	Proximity to Area <ul style="list-style-type: none"> Within Richmond City 10 points Within CSRA 6 points Within Georgia 4 points Within SE United States (includes AL, TN, NC, SC, FL) 2 points All Others 1 points 		10	
Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)		Rating (0-5)	Weight	Score (Rating * Weight)
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		5	
10	Fee Proposal Consideration <ul style="list-style-type: none"> a. Lowest Fee 10 b. Second 6 c. Third 4 d. Fourth 2 e. Fifth 1 		10	
Total:			100	

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SECTION VII SELECTION PROCESS

SELECTION PROCESS

Using the qualification information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluation as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria **WILL** result in your proposal declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

EVALUATION PROCESS:

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please**

submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

PRICE PROPOSALS

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 22-300 State Lobbying and Legislative Representation Services

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.

SECTION VIII CONTRACT ADMINISTRATION

A. Standard City Contract

The attached sample contract is the City's standard contract document (see **Attachment F**), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and seven (7) copies containing an identical copy of the Technical Proposal; and one (1) original Cost Proposal (see Section I). Request for Proposals will be received at this office until **Thursday, December 2, 2021 @ 11:00 a.m.** for furnishing: (ZOOM Opening) (ID: 831 7619 4686 and Passcode: 428517)

RFP Item # 22-300 State Lobbying and Legislative Representation Services for Augusta, GA - Administrator's Office

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Proposals must be clearly identified on the outside of the packaging with the responder's name and **"Request for Proposals No. 22-300 for State Lobbying and Legislative Representation Services"** on the outside of the envelope(s) or box(es).

C. Questions

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by **Tuesday, November 23, 2021 @ 5:00 P.M.** No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

D. Acknowledgment of Addenda

Addenda may be issued in response to questions or changes in the RFP. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by facsimile or U.S. mail to all prospective vendors (at the respective addresses furnished for such purposes), no later than five days prior to the date fixed for the opening of RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his RFP as submitted. All addenda so issued shall become part of the Contract Documents. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. **All firms must acknowledge all Addenda. Please acknowledge the addenda and submit as requested on Attachment B as required in RFP 22-300.** Addenda issued for this project may be found on Augusta, Georgia's website, <https://www.augustga.gov>.

E. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of **One Hundred Twenty (120) days** from proposal submission deadline and must be so marked.

F. Project Director/Contract Manager

The City will designate a Project Director/Contract Manager to coordinate this project for the City. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

G. Expenses of Preparing Responses to this RFP

The City accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

H. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, Augusta, Georgia considers all information submitted in response to this Invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

I. Business License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid City or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid

business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

J. Ethics Rules

Bidders are subject to the Ethics provision within the Augusta, Georgia Purchasing Policy; Article 2 Code of Ethics; Article 3 Ethics in Public Procurement rules; and the rules of the State of Georgia governing Lobbying services. Any violations will be addressed, pursuant to these policies.

K. Right to Audit

The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

**SECTION IX
AWARD OF CONTRACT**

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the Procurement Director. An agenda item will be submitted to the Board of Commissioners by the user department. The Board of Commissioners, who will make the final decision as to award of contract.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Attachment A:	Cost Proposal (2 Pages)
Attachment B:	Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	Proposal Cover Sheet
Attachment F:	Sample Contract
Attachment G:	Certificate Of Corporate Resolution
Attachment H:	Exceptions to the Standard City Contract, if any
Attachment I:	Lobbyist State Registration
Appendix I	City's RFP
Appendix II .	Contractor's Response

ATTACHMENT A
COST PROPOSAL FORM

COST PROPOSAL
(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT
IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

Print Name of Authorized Signer

Business Entity Street Address

Title of Authorized Signer

Business Entity City, State and Zip Code

Authorized Signature

Contact Person's Phone Number

Name of Business Entity Submitting Bid

Contact Person's Fax Number

Business Entity City

Contact Person's E-Mail Address

COST PROPOSAL

Cost Proposal Form (Page 2 of 2)

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project Hours	Total Project Cost
Year One (1)			
Year Two (2)			
Year Three (3)			
Total			

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

ATTACHMENT B

Augusta, Georgia's Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Attachment B includes the following:

- Acknowledgement of Addenda
- Statement of Non-Discrimination
- Non-Collusion of Prime Proponent
- Conflict of Interest
- Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)
- Systematic Alien Verification for Entitlements (SAVE) Program

Proposals for RFP 22 -300 State Lobbying and Legislative Representation Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on Thursday, December 2, 2021 until 11:00a.m. (Local Time). Proposals shall be marked in accordance with the RFP 22-300 State Lobbying and Legislative Representation Services (MULTIYEAR CONTRACT)

CAUTION: The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

Authorized Representative Signature(s)	Title(s)
Type or Print Name(s)	Date

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title(Authorized Signature of Proposer) _____

Company Name _____ Date _____

ATTACHMENT D

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title(Authorized Signature of Proposer) _____

Company Name _____ Date _____

ATTACHMENT E
PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Complete Primary Address	City	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) () Corporation () Joint Venture () Proprietorship () Government		

ATTACHMENT F

SAMPLE CITY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

AUGUSTA, GEORGIA CONSOLIDATED

GOVERNMENT, GEORGIA

THIS AGREEMENT made as of this day of , 20 , (hereinafter called the "execution date") by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the "City"), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide _____ in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A. §36-60-13, this Contract shall (i) terminate without further obligation on the part of the City each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Augusta, Georgia Governing Authority, or the City Administrator, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The City Administrator or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price

or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed **Attachment A**, the Contractor's Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted to:
Finance Department
535 Telfair St Suite 801
Augusta, Georgia 30901
Attention: A/P

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all _____ services in accordance with the City's **Request for Proposals (RFP) No. 22-300 for State Lobbying and Legislative Representation Services**, attached hereto as **Appendix I** and incorporated herein by reference, and the Contractor's response thereto, attached hereto as **Appendix II** and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and

the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate

the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors,

Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance.** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be issued to :
- (f)

Geri A. Sams
Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

- 3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Contractor agrees to waive all rights of subrogation and other rights of recovery

- against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
5. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the City. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
 7. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance: Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be

attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

M. **City Representative** The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties

unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

Attachment A: Cost Proposal (2 Pages)
Attachment B: Augusta's Attachment "B" and S.A.V.E. (Pages 7-9)
Attachment E: Proposal Cover Sheet
Attachment F: Sample Contract
Attachment G: Certificate Of Corporate Resolution
Attachment H: Exceptions to the Standard City Contract, if any
Attachment I: Lobbyist State Registration
Appendix I City's RFP
Appendix II Contractor's Response

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

If to the City:

City Administrator
535 Telfair Street Suite 900
Augusta, Georgia 30901

and

With a copy to:

Procurement Director
Department of Procurement
535 Telfair Street Suite 605
Augusta, Georgia 30901

If to the Contractor:

_____,

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

CONSULTANT

AUGUSTA, GEORGIA (CITY)

By: _____ (SEAL)
Signature

By: _____

Printed Name: Mayor, Hardy Davis

Name (Typed or Printed)

Date

Title

Federal Tax I.D. Number

Date

ATTEST: _____

ATTEST:

Signature

LENA BONNER, CCC
Clerk of the Board of Commissioners of
Augusta, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE: _____

APPROVED AS TO FORM:

Department Director

City Attorney Signature

ATTACHMENT A
Cost Proposal – (2 Pages)

ATTACHMENT B

Contractor Affidavit and Agreement:

Augusta's Attachment "B" and S.A.V.E. Program (Pages 7-9)

ATTACHMENT G

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the "_____"), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____

_____ of the corporation, to enter into and execute the following described agreement with Augusta, Georgia Consolidated Government, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the

_____ day of _____, 20 _____.

(CORPORATE

SEAL)

ATTACHMENT H
EXCEPTIONS TO CONTRACT

ATTACHMENT I
Lobbyist State Registration

APPENDIX

II

Contractor's Response to Request for Proposals (RFP) No. 22 - 300

Holland & Knight

www.hklaw.com

Prepared for
City of Augusta
December 2, 2021

ORIGINAL

Robert Highsmith

Partner | Atlanta | 404.898.8012 | robert.highsmith@hklaw.com

Marci Rubensohn

Senior Policy Advisor | Atlanta | 404.817.8552 | Marci.Rubensohn@hklaw.com

Kevin Gooch

Partner | Atlanta | 404.817.8473 | Kevin.Gooch@hklaw.com

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Disclaimer: The information provided in this handout is general information and not designed to be and should not be relied on as your sole source of information when analyzing and resolving a specific legal issue. Each fact situation is different; the laws are constantly changing. If you have specific questions regarding a particular fact situation, we urge you to consult with legal counsel.

All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

A. Procurement Documents

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original AND all copies.

Please see all required documents on the next page

**ATTACHMENT E
PROPOSAL COVER SHEET**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Complete Primary Address 180 West Peachtree Street NW, Suite 1800	City Atlanta	City GA	Zip Code 30309
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title Marci Rubensohn Senior Policy Advisor	Telephone Number (include area code) 404.817.8552		
Email Address marci.rubensohn@hklaw.com	Fax Number (include area code) 404.881.0470		
Company Website Address www.hklaw.com	Type of Organization (check one) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offaror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE:** E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING:

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Note: We do not have a business license in the State of Georgia but we are registered and our Georgia LLP number is K701659. We will obtain one in Richmond County if awarded.

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street NW, Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500 Fax: 404.881.0470 Email: marci.rubensohn@hklaw.com

Do You Have A Business License? Yes: No: X N/A

Augusta, GA Business License # for your Company (Must Provide):

And/or Your State/Local Business License # for your Company (Must Provide): N/A

Utility Contractors License # (Must Provide If Applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide If Applicable): N/A

Additional Specialty License # (Must Provide If Applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify). your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: N/A

Acknowledgment of Addenda: (#1) ; (#2) ; (#3) ; (#4) ; (#5) ; (#6) ; (#7) ; (#8) ;

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/08/21

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consulant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (i)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,492 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify® User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.doi.state.ga.us/pdf/rules/300_101.pdf

Federal Work Authorization User Identification Number: 5-WAPV REQUIRED FOR ALL CONTRACTS OVER \$2,492.00

Date of Authorization

(E-Verify Number) 166390

11/21/2008

Holland & Knight LLP

State Lobbying and Legislative Representation Services/RFP Item
#22-300

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA - RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November 30, 2021 in Washington, DC (City), District of Columbia (State).

[Signature]
Signature of Authorized Officer or Agent

Marci Rubensohn, Senior Policy Advisor
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF November, 2021

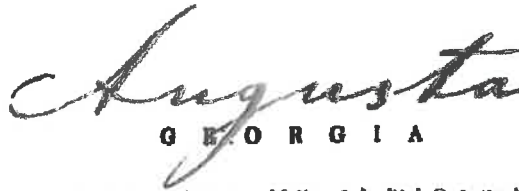
[Signature]
Notary Public

October 14, 2024
My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #22-300; State Lobbying and Legislative Representation Services

[RFP Project Number and Project Name]

Marci Rubensohn, Senior Policy Advisor

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Holland & Knight LLP

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Marci Rubensohn
Signature of Applicant

Marci Rubensohn

Printed Name

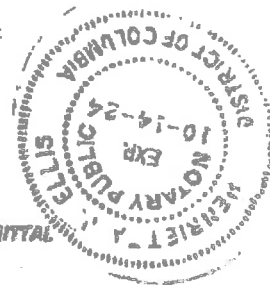
* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF November 2021

Henrietta J. Ellis
Notary Public

My Commission Expires: October 14, 2024

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016

RFP 22-300 State Lobbying and Legislative Representation Services
RFP Due: Thursday, December 2, 2021 @ 11:00 a.m.
Page 6 of 64



**GEORGIA
CORPORATIONS
DIVISION**

**GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	HOLLAND & KNIGHT LLP	Control Number:	K701659
Business Type:	Foreign Limited Liability Partnership	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	524 Grand Regency Blvd, Brandon, FL, 33510-5193, USA	Date of Formation / Registration Date:	1/1/1997
Jurisdiction:	Florida	Last Annual Registration Year:	2021
Principal Record Address:	524 Grand Regency Blvd, Brandon, FL, 33510-5193, USA		

REGISTERED AGENT INFORMATION

Registered Agent Name: **CORPORATE CREATIONS NETWORK**
Physical Address: **2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA**
County: **Cobb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

State of Florida



Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a partnership.

I further certify that said partnership filed a Statement of Qualification on January 6, 1998. The document number assigned to this statement is LLP980000003.

I further certify that the status of said partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Ninth day of February, 2021



CR2E022 (01-11)

Laurel M. Lee

Laurel M. Lee

Secretary of State

ATTACHMENT B
Augusta, Georgia's Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Attachment B includes the following:

- Acknowledgement of Addenda
- Statement of Non-Discrimination
- Non-Collusion of Prime Proponent
- Conflict of Interest
- Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
- Systematic Alien Verification for Entitlements (SAVE) Program

Proposals for RFP 22-300 State Lobbying and Legislative Representation Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on Thursday, December 2, 2021 until 11:00a.m. (Local Time). Proposals shall be marked in accordance with the RFP 22-300 State Lobbying and Legislative Representation Services (MULTIYEAR CONTRACT)

CAUTION: The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.

Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.

Authorized Representative Signature(s)



Title(s)

Senior Policy Advisor

Type or Print Name(s)

Marci Rubensohn

Date

12.2.2021

ATTACHMENT C
CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Georgia Municipal Association			Contract Period	2005-2016		
Contact Person Name and Title	Tom Gehl, Director, Government Relations			Telephone Number (include area code)	(678) 686-6247		
Complete Primary Address	201 Pryor Street, Atlanta, Georgia			City	State	Zip Code	
				Atlanta	GA	30303	
Email Address	tgehl@gmanet.com			Fax Number (include area code)			
Project Name	Government Affairs						

Company Name	City of Savannah			Contract Period	2018-2019, 2021-present		
Contact Person Name and Title	Joe Shearouse, Deputy Chief of Staff			Telephone Number (include area code)			
Complete Primary Address	2 E Bay St			City	State	Zip Code	
				Savannah,	GA	31401	
Email Address	jshearouse01@savannahga.gov			Fax Number (include area code)			
Project Name	Government Affairs						

Company Name	City of Atlanta			Contract Period	2016-present		
Contact Person Name and Title	Jerome Jordan, Deputy Chief of Staff, City of Atlanta			Telephone Number (include area code)	(470) 218-3562		
Complete Primary Address	55 Trinity Ave SW			City	State	Zip Code	
				Atlanta	GA		
Email Address	jejordan@atlantaga.gov			Fax Number (include area code)			
Project Name	Government Affairs						

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed  Title (Authorized Signature of Proposer) Marci Rubensohn, Senior Policy Advisor

Company Name Holland & Knight LLP Date 12/2/2021

Holland & Knight is not a corporation. Please see attached certificate of partnership on the next page.

State of Florida



Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a partnership.

I further certify that said partnership filed a Statement of Qualification on January 6, 1998. The document number assigned to this statement is LLP980000003.

I further certify that the status of said partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Ninth day of February, 2021



CR26022 (01-11)

Laurel M. Lee


Laurel M. Lee

Secretary of State

CERTIFICATE OF AUTHORITY

I hereby certify that, pursuant to the attached excerpts from the Holland & Knight LLP ("H&K") Amended and Restated Partnership Agreement effective July 31, 2021 ("Partnership Agreement"), Robert Highsmith, currently a Partner of H&K, is an authorized signatory to enter into and execute H&K's response to Augusta, Georgia Consolidated Government, Request For Proposals, RFP #22-300, State Lobbying and Legislative Representative Services, and to execute on behalf of H&K any agreement resulting from that negotiation.

IN WITNESS WHEREOF, this certificate has been executed by:

By: 
Crystal J. Adkins
Partner and Deputy General Counsel

Dated: December 1, 2021

Excerpts from
AMENDED AND RESTATED PARTNERSHIP AGREEMENT
OF
HOLLAND & KNIGHT LLP
EFFECTIVE AS OF JULY 31, 2021

ARTICLE I
DEFINITIONS, ACCOUNTING TERMS AND CONSTRUCTION

Section 1.1 Definitions. Capitalized words and phrases used in this Agreement and not otherwise defined have the following meanings:

"Ordinary Course of Practice" means the usual and customary activities of a Partner in rendering, managing, and administering legal services to Clients, in developing new Client relationships for the Firm, and otherwise in performing the usual and customary duties and responsibilities incident to the practice of law, including executing engagement instruments on behalf of the Firm.

ARTICLE V
PROFESSIONAL RESPONSIBILITY AND CONDUCT OF PARTNERS

Section 5.6 Relations of Partners to Persons Dealing with the Firm. Subject to the restrictions in Section 5.7, each Partner shall have the authority to act in the Ordinary Course of Practice. Action taken by a Partner that is in the Ordinary Course of Practice shall bind the Firm, unless the Partner was not authorized to take such action and the person with whom such Partner was dealing knew or had received notice that such Partner was not authorized to take such action. Action taken by a Partner that is not in the Ordinary Course of Practice shall not bind the Firm, unless either (i) the Managing Partner or the Directors Committee, acting within their respective spheres of authority (as provided in this Agreement), has authorized the Partner to take such action, or (ii) such action is specifically authorized in this Agreement.

5.7 Restriction on Activities of Partners.

- (a) A Partner shall not engage in the practice of law or any Related Activity, except on behalf of the Firm.
- (b) A Partner shall not undertake a civic, professional, or eleemosynary responsibility or activity if the Managing Partner determines that such activity is inconsistent with the best interests of the Firm.
- (c) A Partner shall not undertake or continue a legal representation or other engagement by the Firm if the Managing Partner determines that such representation is inconsistent with the best interests of the Firm.
- (d) A Partner shall not be a passive investor in any enterprise if (i) such enterprise is known by the Partner to be engaged in any illegal business or to be conducting a legal business in a manner that violates the criminal laws, (ii) the Managing Partner determines that such Partner's passive investment in such enterprise would (A) adversely affect or diminish the business reputation of the Firm, (B) create a conflict of interest for the Firm under the applicable rules of professional conduct or responsibility, or (C) create a business conflict of interest that is inconsistent with the best interests of the Firm, or (iii) the Managing Partner determines that the

Partner's passive investment in such enterprise would impair the ability of the Partner to exercise independent professional judgment on behalf of Clients.

(e) A Partner shall not invest, directly or indirectly, in Clients, vendors, or contractors of the Firm, except in compliance with the policies of the Firm adopted by the Directors Committee.

(f) A Partner shall not be engaged actively in the conduct of any business activity that would impair the Partner's ability to engage in the full-time practice of law, except to the extent permitted by the Managing Partner (i) in accordance with general policy adopted by the Directors Committee, or (ii) as otherwise consistent with the best interests of the Firm.

(g) A Partner shall not engage in any business or activity that the Managing Partner reasonably determines is inconsistent with the best interests of the Firm or inconsistent with general policy adopted by the Directors Committee.

(h) A Partner shall not be a candidate for, or serve in, an elected public office, except in compliance with the policies of the Firm adopted by the Directors Committee.

Georgia Lobbyist State Registration

Below is information about our lobbyists' registration:

Marci Rubensohn: Lobbyist ID # L20051397

Robert Highsmith: Lobbyist ID# L20051064

B. Qualifications & Experience

(a) Describe your experience, capabilities and other qualifications for this project.

Since opening our doors in 1994, many Georgia companies and government entities have turned to Holland & Knight's Atlanta office because of our strong regional, national and global capabilities. Conversely, many national and global companies, as well as government entities, are served by our Atlanta office for our strong regional representation.

Our clients come to us because of Holland & Knight's quality, service and, most importantly, results for our clients. In the state capital, recent successes for clients include the following:

- Successfully passed legislation on behalf of CIM Group, a large national real estate development corporation, creating a \$600 million dollar tax incentive – the largest economic development incentive in Georgia history.
- On behalf of the Atlanta Hawks Basketball Club, successfully extended car rental tax collections beyond their 2038 sunset date to raise at least \$110 million to fund the renovation of Philips Arena.
- Successfully passed legislation approving CSX's lease of the Western & Atlantic Railroad.
- Successfully advocated on behalf of Stonehenge Capital, a national finance company with expertise in structured tax credit finance, in passing legislation providing \$60 million in state tax credits for investment in rural and agriculture businesses throughout Georgia.
- Successfully opposed legislation on behalf of Community Associations Institute, a national organization of condominium, cooperative, and homeowner associations, that would have created limitations on certain fees imposed on purchasers of real estate.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.
- Successfully defended City of Atlanta's Hartsfield Jackson Atlanta International Airport from takeover by the State.

Named "Top Players in the Georgia Legislature" by the *Atlanta Journal-Constitution*, Holland & Knight has provided top-notch service and results for government advocacy clients in the state capitol since 1998. As your legislative advocate, we work to identify, pass, amend, or defeat proposals directly affecting your operations.

Holland & Knight's Atlanta office is located at 1180 W. Peachtree Street. It is about four miles from the state Capitol building, making it easy for your Holland & Knight team to attend legislative proceedings on a daily basis.

(b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.

Holland & Knight does not have any relationship which would pose a conflict of interest.

(c) Disclose any relationships that may have an impact upon the services to be provided.

Holland & Knight does not have any relationship which may have an impact upon the services provided.

(d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.

Building legislative coalitions to support mutual goals is a Holland & Knight specialty. Members of our team have worked with – or even for – several statewide municipal groups that likely have common interests with the Augusta-Richmond County ("Augusta" or "City of Augusta"). For example, Marci Rubensohn, your proposed Holland & Knight team leader, was the deputy director of government relations at the Georgia Municipal Association for over a decade. During that time, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials. She still maintains those ties today – and can use them to benefit Augusta Richmond County and its citizens.

(e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to the City during the last five (5) years.

Our team has provided legislative services to other municipal clients including City of Savannah and City of Atlanta. Our accomplishments include:

- The initial creation the IT/Logistics Corridor, followed by legislation to expand the boundaries of the Corridor, and successful procurement of \$400,000 in the state budget for the Corridor.
- An exemption for Savannah's historic district from small cell technology.
- Extension of the City of Atlanta's Municipal Option Sales Tax for sewer infrastructure funding.
- Passage of Urban Enterprise Zone legislation to increase funding for affordable housing.
- Defensive measures to prevent state takeover of Atlanta's Hartsfield Jackson International Airport.
- Defensive measures to protect the Savannah Airbnb ordinance from state pre-emption.
- Defensive measures to protect the Savannah shopping cart ordinance from state preemption.
- Defensive measure against the de-annexation of Savannah Memorial Hospital from the city.
- Statutory authority for the City of Savannah to use real estate brokers to sell commercial property.

(f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.

Our clients come to us because of Holland & Knight's quality, service and, most importantly, results for our clients. In the state capital, recent successes for them include the following:

- Successfully passed legislation on behalf of CIM Group, a large national real estate development corporation, creating a \$600 million dollar tax incentive – the largest economic development incentive in Georgia history.
- On behalf of the Atlanta Hawks Basketball Club, successfully extended car rental tax collections beyond their 2038 sunset date to raise at least \$110 million to fund the renovation of Philips Arena.
- Successfully passed legislation approving CSX's lease of the Western & Atlantic Railroad.
- Successfully advocated on behalf of Stonehenge Capital, a national finance company with expertise in structured tax credit finance, in passing legislation providing \$60 million in state tax credits for investment in rural and agriculture businesses throughout Georgia.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.

(g) Provide how many years operated under current company name

Holland & Knight has operated under its current company name for 53 years.

(h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.

Holland & Knight has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.

(i) Provide a list of previous clients for whom you have performed lobbying services.

Below is a list of government advocacy clients Holland & Knight currently represents in Atlanta:

- | | |
|-------------------------------------|--|
| • Applied Information | • Classic Center Authority |
| • Atlanta Beltline, Inc. | • ECMC Group |
| • Atlanta Gas Light Company | • Emergent Biosolutions |
| • Atlanta Hawks, LLC | • Grocery Delivery E-Services Usa, Inc. |
| • Caesar's Enterprise Services, LLC | • Lockheed Martin Corporation |
| • Centene Corporation | • Schneider Electric |
| • Charter Communications | • The Coca-Cola Company |
| • City Of Atlanta | • Thomson Reuters |
| • City of Savannah | • Verified Voting |
| | • Walton County (Board Of Commissioners) |

(j) Provide a list of current clients for who you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.

Holland & Knight's current clients for who we will perform lobbying services during the upcoming legislative session are listed in the previous question. Our client's legislative initiatives are still being developed and finalized but our representation of similar municipal clients in Atlanta will enhance our ability to advance legislation that will benefit Augusta Richmond County.

(k) Provide information regarding the extent of your relationship with State and Federal agencies.

As stated earlier, Holland & Knight has been a formidable state lobbying practice in Atlanta since 1994. Much of this strength has come from our relationships on both sides of the aisle and with key state officials, including those listed below:

Governor: We have a long-term relationship with Governor Kemp and with several key members of his policy staff. Mr. Highsmith served as General Counsel to former Georgia Governor Perdue; at the time, then state senator Kemp served as Governor Perdue's Floor Leader. Mr. Highsmith worked with Kemp to successfully execute the Administration's legislative package. More recently, we have actively supported Governor Kemp's campaigns for Agriculture Commissioner, Secretary of State, and Governor. Our relationships with his key staff members are strong.

Lieutenant Governor: We have a strong relationship with the Lieutenant Governor and his staff. We worked closely, and successfully, with his Chief of Staff and key policy advisors throughout the last legislative session on several matters of high importance to several of our clients.

Attorney General: Mr. Highsmith has worked closely with Attorney General Carr throughout Carr's various positions in state and federal government and the private sector. We were supportive of his campaign for Attorney General and continue to work with him on a regular basis.

Secretary of State: We have worked closely, and with success, with the Deputy Secretary of State and the agency's policy and legal staff on important elections issues.

Speaker of the House: We have solid relationships with the Speaker and his staff members. Holland & Knight has previously worked closely with the Speaker's chief of staff and chief counsel on a number of legislative issues, and we maintain a positive working relationship with the Speaker as well as additional key staff members.

President Pro Tempore of the Senate: We have strong relationships with the Senate President Pro Tempore. We worked directly with him and his staff on several legislative issues.

Majority and Minority Leader of the House and Senate: Holland & Knight works closely with leadership of both political parties in both legislative chambers. We have strong relationships with the current majority and minority leaders, as well as other legislative leadership.

Our team represents diverse large governmental and corporate clients in government affairs before a myriad of Georgia state and local governmental agencies, including the:

- Department of Transportation
- Department of Community Affairs
- Department of Revenue
- Public Service Commission.
- Department of Community Health.
- Department of Insurance.
- Department of Economic Development

(I) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding). Provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

Being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel, Holland & Knight has the connections to the state agencies and elected officials that the City needs to achieve your goals.

Our Holland & Knight team is comprised of government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year. We can use our ties to identify appropriations that will contribute to the levels of service and quality of programs provided to the citizens and stakeholders of Augusta Richmond County. An example of our success includes the initial creation the IT/Logistics Corridor for City of Savannah, followed by legislation to expand the boundaries of the Corridor, and successful procurement of \$400,000 in the state budget for the Corridor.

Federal Funding

We are happy to provide federal lobbying services for an additional fee. The current scope of this proposal and our proposed fee do not include federal lobbying services.

Appropriations: The Holland & Knight team knows how to maneuver the appropriations process to advance our clients' priorities. Earmarks—now called Community Project Funding (House)/Congressionally Directed Spending (Senate)—returned this year after being banned for more than ten years. While earmarks provide new opportunities for the City to secure funding for its priority projects, it can be a challenging process to navigate. Because of our previous extensive experience working on earmarks before they were banned, we understand the nuances of this process and can help the City put forward competitive proposals that are successfully funded. We will specifically work with the City to strategically align its priorities with the right earmark accounts. We will then draft the white papers needed to provide background information on the project requests, fill-out the required forms needed to submit projects and draft request letters from City leadership to Congress as part of a formal submission process.

Grants: Holland & Knight has relationships across federal agencies. Because of our close relationships with both career and political staff at federal agencies, we can often gain intelligence and insight into key criteria and priorities for the grant programs that agency officials may be considering, thus enabling our clients to position themselves to be more competitive. After the City identifies a grant opportunity, we will help craft the grant application to carefully address selection criteria, stressing certain project aspects that the agencies may be more focused on during a particular round of funding. We will then set up meetings with the federal agencies/ departments to discuss the City's proposed initiatives; work with the Congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and use our close relationships with the Administration to lobby on your behalf.

C. Organization and Approach

Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for the project, who will oversee daily operation and whether production is accomplished in-house. The proposal should state who would perform specialized services that may be needed. Include an organizational chart indicating the level of professional seniority of each member and the time commitments and task responsibility of each phase of the project.

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion. This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such.

Team Lead Marci Rubensohn will serve as Augusta Richmond County's relationship partner, responsible for overseeing the daily operation and effective management of the engagement. Ms. Rubensohn will be responsible for ensuring the firm addresses Augusta/Richmond's priorities and interests in a timely, thorough and cost-effective manner. Ms. Rubensohn will stay in ongoing communication with your staff about Holland & Knight's activities on your behalf and your evolving needs. This two-way approach helps to keep the entire Holland & Knight team working in sync with and accountable to the consolidated government. While we believe the role of relationship partners helps to make sure nothing falls through the cracks, it is important to emphasize that every member of the Holland & Knight team is accessible. A hallmark of Holland & Knight's work is that we act as a seamless extension of your team. We will provide timely updates to staff and respond to inquiries related to the advancement of your goals. Every member of our team is available 24/7 to answer any questions. Below please find a chart that outlines the key leads for our team.

Name	Title	Professional Experience/Licensing	Time Commitment	Task Responsibility
Marci Rubensohn	Senior Policy Advisor	-Designs and lobbies for legislative and regulatory solutions to problems facing large private and public clients, primarily before Georgia state and local government -Bar Admission: Georgia	135 hours/year	Relationship Partner/ Primary Responsible Party

				Development of legislative package, meetings with local officials, local delegation, legislature and legislative leadership and Governor's Office. Facilitating legislation through legislative process. Provide reporting and regular updates to city staff and officials
Robert Highsmith	Partner	- Leader of Georgia Government Advocacy Team -Bar Admission: Georgia	24 hours/year	Meetings with legislative leadership and Governor's Office.
Kevin Gooch	Partner	-Financial services attorney in Holland & Knight's Atlanta office -Bar Admission: Georgia	12 hours/year	Meetings with local staff and officials.

D. Project Management

Responders are requested to provide the following:

- a) describe how the project will be organized and managed;
- b) describe progress reporting procedures;
- c) describe anticipated use of subcontractor and/or partnerships;
- d) complete Attachment D, Subcontractor Reference and Release Form; and
- e) describe the resources necessary to accomplish the purpose of the project.

Holland & Knight's team represents public agencies across the United States. Below is our approach to ensuring we adhere to work plans and a budget for services rendered:

Issue Management: Project Manager Marci Rubensohn will be responsible for ensuring Augusta Richmond's priorities are addressed in a thorough and responsive manner. This will be accomplished in weekly internal team meetings. At these meetings, members of your Holland & Knight team will review congressional and agency contacts and feedback; next steps for each priority project/issue; challenges and opportunities; adjustments in strategy in real time; and needed supplemental staff and technical resources. Ms. Rubensohn also will serve as the day-to-day contact. She will work closely with you by staying in ongoing communication with your staff and board members. This two-way approach helps to keep the entire Holland & Knight team working in sync with – and accountable to – City of Augusta and its staff.

Performance Benchmarks and Plans: Holland & Knight believes that regular evaluation of our performance, progress, and outcomes are important in our relationship. As we do for all of our clients, we provide monthly reports and have regular check-ins to ensure goals are met. We like to frequently discuss objectives, project outcomes and achievements, progress toward results, accountability, the quality of the communications and feedback between Holland & Knight and City of Augusta.

Holland & Knight does not require the Augusta Richmond to acquire specific resources to accomplish the purpose of this project.

E. Scope of Services

Provide experience and approach to the following as requested in Section II Scope of Work.

Assisting in the preparation of Augusta, GA's annual legislative agenda.

Each fall, Holland & Knight will work with city staff and officials to prepare your annual legislative agenda for the upcoming legislative session.

As an extension of your team, we will work closely with you to develop a strategic plan of action to advance each specific project and policy priority to achieve measureable results. In this dynamic political environment, our team understands that in order to be successful, it is essential to use a comprehensive approach that includes message development, coalition building, branding, social media, and communications to complement our advocacy efforts.

We would take the following basic steps to develop and execute a strategy around a specific funding or policy priority:

- **Consult with the Augusta Richmond County to gain a full and comprehensive understanding of its specific funding needs and policy priorities. We would want to understand the dynamics around the particular policy/funding priority, the issues/challenges we are trying to address at the state level, and local successes that we could highlight on the issue. The goal would be to develop the "Augusta Richmond County Story" around the particular issue.**
- **Create messaging materials and briefing materials to describe Augusta Richmond County initiatives. These materials are "living" documents that will be constantly refined based on new information/feedback we receive as the initiative unfolds.**
- **We will partner with staff and elected officials to develop achievable legislative goals. Once completed, we will continue to meet with the staff, mayor and Commission as often as is necessary throughout our partnership.**
- **With the staff's guidance, we would develop a media strategy to complement our advocacy work and to ensure that messaging materials reinforce your overall message. We would also identify opportunities to highlight the work through the local, and social media.**
- **Develop forums to highlight the Commission's work at the state level by partnering with high-level organizations that support the initiative and that can help garner legislative/media attention.**

Explaining and promoting the legislative agenda to elected officials, agency heads, and decision makers.

Holland & Knight will actively and aggressively advocate for Augusta Richmond County to advance its priority issues. As part of this advocacy, we will engage with elected officials, agency heads, and decision makers to discuss City of Augusta's priorities, respond in a timely basis to inquiries and concerns, and gather behind the scenes information and intelligence on challenges and opportunities.

Presence in the State Capitol during Georgia General Assembly's active sessions.

Your Holland & Knight team is at the state Capitol every day during the legislative session, both when the legislature is convened and on committee meeting days. We routinely cover both the House and Senate committees that hear legislation pertinent to local government. Because of our ties at the Capitol and with state agencies, we can organize trips for Commissioners and staff to Atlanta and handle all logistics when meeting with elected officials, state appointed officials or other key decision makers.

Attending relevant legislative sessions, committee meetings and working groups.

Our team will attend legislative sessions, committee meetings and working groups as requested.

Assisting in the drafting of legislation.

Holland & Knight can help City of Augusta on technical matters. We will draft legislative language, reports, and other written materials to advance the City's legislative program. We will assist you in advancing your priorities to ensure that legislative proposals and technical documents are crafted to take in account issues from both sides of the aisle.

Monitoring bills and submitting weekly reports to the City.

Ms. Rubensohn has extensive experience reviewing and monitoring legislation which would impact municipalities and she will monitor legislation daily to ensure that city officials are aware of bills which would impact government operations.

Holland & Knight can provide insightful and complete legislative analyses for the City of Augusta. Throughout the legislative session, we will prepare a weekly written report of all relevant legislation to keep officials informed of our progress.

In November and December, we will provide a pre-legislative session report to the City of Augusta. In April, we can provide a post-legislative session report to the Mayor, Commission and staff.

Holland & Knight also provides other ways to communicate our progress with the City's agenda.

As a matter of practice, we often schedule bi-weekly calls with our clients to provide updates. Throughout the legislative session, we communicate more frequently through calls and emails. This approach allows us to understand your evolving needs and priorities, making us more effective in representing you.

A list of communications Holland & Knight clients receive includes:

- Quarterly reports during the legislative interim with the status of legislative, regulatory and public affairs initiatives we are addressing for the City of Augusta.
- Bi-weekly calls which provide information regarding legislative or regulatory activities important to the consolidated government .
- Weekly legislative updates during the legislative session regarding legislative or regulatory activities important to the government.
- Post-session summary of legislation affecting the City of Augusta.

If selected, Holland & Knight can tailor these updates to meet your schedule and needs. We offer this because close communication among our team members and our clients is a hallmark of Holland & Knight's work.

In fact, we encourage you to reach out to us beyond scheduled calls because we know that important issues arise beyond the normal workday. This way, you feel a part of our day-to-day advocacy efforts and are always up to speed on our activities and progress.

Informing City representatives of pending legislation that will have positive or negative consequences for the City.

One of the hallmarks of Holland & Knight is our proactive approach. We are in constant communication with our clients, providing updates on all legislative and regulatory activity and helping them to act accordingly if there is an opportunity or threat from it. Our goal is to know about legislation before it is introduced – giving the City an opportunity to shape legislation that advances its priorities.

Maintaining close contact with the Augusta Board of Commissioners, other State legislators, agencies, and officials concerning the City's legislative interests.

As noted before, you will receive information from your Holland & Knight team, as quickly and as thoroughly as you would from a member of the City's staff. So will members of the Augusta Board of Commissioners, other State legislators, agencies, and officials.

Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.

Being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel, Holland & Knight has the connections to the state agencies and elected officials that the City needs to achieve your goals.

Our Holland & Knight team is comprised of government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year. We are based in Atlanta, but we travel throughout the state and even around the country when the Legislature is not in session to meet with legislators and attend relevant study committee meetings and legislative conferences.

We have a long-term relationship with Governor Kemp and with several key members of his policy staff. Mr. Highsmith served as General Counsel to former Georgia Governor Perdue; at the time, then state senator Kemp served as Governor Perdue's Floor Leader. Mr. Highsmith worked with Kemp to successfully execute the Administration's legislative package. More recently, we have actively supported Governor Kemp's campaigns for Agriculture Commissioner, Secretary of State, and Governor. Our relationships with his key staff members is strong.

We also have strong ties with current leadership in the General Assembly, including the Speaker, the Lieutenant Governor, majority leaders of both chambers and parties, and chairmen of the respective local government committees. Our relationships with committees is below:

Georgia House	Appropriations Committee; Budget and Fiscal Affairs Oversight Committee; Economic Development and Tourism; Energy, Utilities and Telecommunications Committee; Governmental Affairs; Health and Humans Services Committee; Insurance Committee; Intragovernmental Coordination Committee; Judiciary Committee; Judiciary Non-Civil Committee; MARTOC Committee; Regulated Industries Committee; Rules Committee; Transportation Committee; Ways & Means Committee.
Georgia Senate	Administrative Affairs Committee; Appropriations Committee; Assignments Committee; Economic Development Committee; Finance Committee; Government Oversight Committee; Health and Human Services Committee; Insurance and Labor Committee; Judiciary Committee; MARTOC Committee; Natural Resources and the Environment Committee; Regulated Industries and Utilities Committee; Rules Committee; State and Local Government Operations Committee; Transportation Committee.

We can use these ties to lobby the governor's staff, legislative leaders and state agencies on a year round basis.

Assisting in the identification of potential local, regional, or statewide opportunities or common goals that may benefit the City.

Building legislative coalitions to support mutual goals is a Holland & Knight specialty. Members of your team have worked with – or even for – several statewide municipal and county groups that likely have common interests with the city. For example, Marci Rubensohn, your proposed Holland & Knight team leader, was the deputy director of government relations at the Georgia Municipal Association for over a decade. During that time, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials. She also worked closely with the legislative staff of the Association of County Commissioners of Georgia on several issues that were of importance to both city and county governments. She still maintains those ties today – and can use them to benefit the City of Augusta and its citizens.

Maintaining close contact with Georgia's US Congressional members and staffers, other relevant legislators, agencies, and officials concerning the City's legislative interests.

Holland & Knight has a strong bipartisan team with deep ties among federal decision-makers in Congress to help City of Augusta advocate for its federal priorities. We are happy to provide federal lobbying services for an additional fee. The current scope of this proposal and our proposed fee do not include federal lobbying services.

The team has strong working relationships with the White House, the Administration, and Congress. We work closely with the Georgia Congressional delegation including Senators Jon Ossoff and Raphael Warnock, and Rep. Rick Allen on behalf of our Georgia clients and we will leverage these relationships on your behalf.

Our team has longstanding, close relationships with the key House and Senate committee chairs and ranking members, and House and Senate leadership. These relationships are critical for securing champions for the City to advance its federal priorities, to help showcase Augusta Richmond's work at the national level, and secure opportunities for city officials to testify before Congress.

Our relationships with Congressional Leadership include:

Holland & Knight's Relationships With Congressional Leadership	
Senate	House
<ul style="list-style-type: none"> Senate Leadership (Majority Leader, Minority Leader, Majority Whip, Minority Whip, and Majority Conference Secretary) 	<ul style="list-style-type: none"> House Leadership (Speaker of the House, Majority Leader, Minority Leader, Majority Whip, and Minority Whip)
<ul style="list-style-type: none"> Chair/Ranking Member, Senate Environment and Public Works Committee 	<ul style="list-style-type: none"> Chair/Ranking Member, House Transportation and Infrastructure Committee
<ul style="list-style-type: none"> Senate Banking, Housing, and Urban Affairs Committee 	<ul style="list-style-type: none"> Chair/Ranking Member, House Financial Services
<ul style="list-style-type: none"> Chair/Ranking Member, Senate Finance Committee 	<ul style="list-style-type: none"> Chair/Ranking Member, House Ways and Means Committee
<ul style="list-style-type: none"> Chair/Ranking Member, Senate Commerce, Science, and Transportation Committee 	<ul style="list-style-type: none"> Chair/Ranking Member, House Energy and Commerce Committee
<ul style="list-style-type: none"> Chair/Ranking Member, Senate Appropriations Committee and Subcommittees 	<ul style="list-style-type: none"> Chair/Ranking Member, House Appropriations Committee and Subcommittees

Holland & Knight's Relationships With Congressional Leadership	
Senate	House
• Chair/Ranking Member, Senate Energy and Natural Resources Committee	• Chair/Ranking Member, House Natural Resources Committee
• Chair/Ranking Member, Senate Homeland Security and Governmental Affairs	• Chair/Ranking Member, House Homeland Security Committee

As mentioned above, Holland & Knight has relationships with federal agencies which oversee issues of importance to City of Augusta, including:

- Army Corps of Engineers
- Department of Commerce, including the Economic Development Administration and the National Telecommunications and Information Administration
- Department of Defense
- Department of Health & Human Services
- Department of Homeland Security, including FEMA
- Department of Housing and Urban Development
- Department of Justice, including the COPS Office
- Department of Labor
- Department of Transportation
- Department of Treasury
- Department of Veterans Affairs
- Environmental Protection Agency

Lobbying the Congressperson's staff, legislative leaders, and agencies on a year-round basis.

For an additional fee, Holland & Knight will actively and aggressively advocate for City of Augusta to advance its priority issues. These efforts include lobbying the congressional delegation, key congressional committee and subcommittee leaders, House and Senate leaders, the White House, and federal department/agency officials to achieve your legislative, regulatory, and funding objectives.

Assisting in the identification of potential funding opportunities included (but not limited to) earmarks, special purpose funding or common goals that may benefit the City.

Holland & Knight will provide activity reports and additional communications, which will include:

- *Weekly Grant Notifications:* Each week, we comb through the Federal Register, Grants.gov, and other resources to identify specific federal grant opportunities that may be of interest to the City.
- *Strategic Grant Analysis:* When the City decides to pursue a particular grant opportunity, we are available to assist in mapping a strategic plan to pursue the grant, address selection criteria, and emphasize certain project aspects that the agency may be more focused on in a particular round of funding.

- ***Weekly "Eyes on Washington" updates, which offer the City the latest information on key developments in Congress and the executive branch.***

Finally, as we have stated before, Holland & Knight's team members are available to you 24 hours a day, seven days a week. We will do whatever it takes to get the job done. Our goal is to become a core part of your team so that we can provide the City with the strongest voice possible in Atlanta.

F. Financial Stability

Provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.

Please see our financial statements on the next page.

G. References

All proposers must provide a list of services in the last five (5) years as references. Include legislation advanced for each identified client. Include the name of the organization, the address, the point of contact, and the contact's phone number, fax number and email address and all additional information requested on the Reference and Release Form, included as Attachment C.

Our references are also available under Attachment C in the Procurement Documents section.

Client Name	Title & Company	Contact Information	Duration and Description of the Project
Tom Gehl	Director, Government Relations Georgia Municipal Association	201 Pryor Street Atlanta, Georgia (678) 688-6247 tgehl@gmanet.com	Colleague, Government Affairs 2005-2016
Joe Shearouse	Deputy Chief of Staff, City of Savannah	Jshearouse01@savannahga.gov (912) 651-6401	Client, 2018-2019, 2121-present
Jerome Jordan	Deputy Chief of Staff, City of Atlanta	55 Trinity Ave SW Atlanta, Georgia (470) 218-3562 jejordan@atlantaga.gov	Client, 2016-present

H. Fee Proposal

The fee proposal must be submitted in a separate, sealed envelope with the responder's name and "fee Proposal for Request for Proposals No. 22 - 300 for State Legislative Lobbying Services" on the outside of the envelope.

The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

Including fees in any area outside of the fee Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.

Responders are required to submit their costs on Attachment A, Cost Proposal Form.

Our Cost proposal is included separately as requested.

J. Systematic Alien Verification for Entitlements Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1. it is mandatory that the Systematic Alien Verification for Entitlements (SAVE) Program form included as page XXX be completed and returned with responder's proposal.

Attachment B is included under Procurement documents.

Professionals

Robert S. Highsmith Jr.



Partner

Atlanta

404.898.8012

robert.highsmith@hklaw.com

Practices

**Public Policy & Regulation | Energy | Federal Budget and Appropriations | Communications
| Public-Private Partnerships | State Capitals | Government Representation | Political Law |
Public Finance | Alcohol Beverage | Risk and Crisis Management | State and Local
Government Procurement | State Attorneys General**

Industries

Energy and Natural Resources

Robert S. Highsmith Jr. practices regulatory and administrative law, public policy litigation, government contracting and government relations. He represents diverse large corporate and governmental clients in contested matters, large transactions and government affairs before myriad Georgia state and local governmental agencies, including the Public Service Commission, Department of Community Health, Department of Revenue, the General Assembly and the City of Atlanta. He also advocates before Georgia's congressional delegation.

Mr. Highsmith has extensive experience advocating client regulatory and policy interests across a wide range of substantive areas, including:

- **natural gas and energy**
- **healthcare**
- **tax incentives and economic development**
- **government procurement**
- **government investigations**
- **transportation**

Holland & Knight

- insurance
- alcohol beverage regulation
- federal and state appropriations

He routinely handles a wide range of matters including:

- administrative litigation
- public policy litigation
- regulatory policy
- bid protest and procurement litigation
- internal investigations
- State Attorney General investigations
- taxation
- tax incentives for economic development
- legislative lobbying
- campaign finance and election law compliance

Mr. Highsmith has an active public policy litigation practice, with a focus on state constitutional issues and regulatory appeals.

Mr. Highsmith's recent matters include:

- representing the Southeast's largest natural gas utility in multiple contested matters before the Georgia Public Service Commission
- leading negotiations on behalf of a major Atlanta sports franchise for the renovation of the team's home arena
- leading a multidisciplinary team designing and implementing the largest economic development incentive transaction in Georgia history, more than \$1 billion, on behalf of a national real estate developer for a \$5 billion mixed-use project. Mr. Highsmith conceived, wrote and lobbied for the passage of the enabling state statute, advocated during contested and heavily politicized proceedings before the Atlanta City Council, and appeared as lead developer counsel in judicial bond validation proceedings
- serving as lead litigation counsel to one of Georgia's largest hospital systems opposing efforts to subject the system to asymmetric and anticompetitive disclosure regulation
- leading the lobbying team that stopped state takeover of Hartsfield-Jackson Atlanta International Airport in 2018, 2019 and 2020
- leading the legal team negotiating with the State of Georgia on behalf of a Class 1 railroad for the lease of a major state-owned rail line
- successfully defending the awards of several multibillion-dollar Medicaid managed care contracts in multiple states to one of the nation's largest providers of government-sponsored healthcare programs

- successfully defending the innovative sales practices of a large manufacturer of electric vehicles against regulatory challenges by an association of auto dealers that involved both administrative and legislative resolution
- successfully defending the award of a multibillion-dollar state pharmacy benefit management contract to one of the nation's largest pharmacy benefit management companies
- successfully defending two large governmental authorities against alleged violations of government transparency laws
- several State Attorney General investigations
- serving as outside general counsel to the Metropolitan Atlanta Rapid Transit Authority (MARTA) from 2016 to 2020
- serving as a lead lobbyist for Georgia's largest Medicaid managed care organization, two global telecommunications conglomerates, a large national pharmacy benefits management company, the world's busiest airport measured by passenger traffic and a large mass transit agency, among others

Mr. Highsmith served as an executive counsel to former Georgia Gov. Sonny Perdue. As Perdue's lead legislative lawyer, Mr. Highsmith drafted and lobbied for Perdue's legislative package each year. He also advised Perdue on the full gamut of executive legal matters, including the state budget process, government procurement, transportation funding, water resource planning and redistricting litigation. Mr. Highsmith serves on Gov. Brian Kemp's Judicial Nominating Commission (JNC), which recommends judicial appointments statewide to the governor. He is the only member to have also served on the JNC under former Govs. Nathan Deal and Sonny Perdue.

Having served as outside counsel for two Georgia governors and several other Georgia elected officials, Mr. Highsmith is among Georgia's foremost authorities on governmental ethics, open records and transparency, campaign finance and election law. Mr. Highsmith formerly served on the State Ethics Commission, a quasi-judicial body with statewide jurisdiction over ethics issues involving public officials, lobbyists and state vendors, as an appointee of former Gov. Roy Barnes.

Mr. Highsmith previously served as assistant general counsel to the Georgia Republican Party, chief of staff to the Republican Caucus of the Georgia House of Representatives, and policy director to the 1998 Republican nominee for governor of Georgia.

In the fall of 2012, Mr. Highsmith was appointed Lecturer in Yale College, traveling to New Haven, Connecticut, weekly to teach "Lobbying and the Law," a for-credit undergraduate seminar that he designed.

At the University of Georgia, Mr. Highsmith's mock trial team won national first runner-up honors in the National Institute of Trial Advocacy's Tournament of Champions.

Honors & Awards

- One of Georgia's Most Influential Politically-Connected Attorneys, *James Magazine*, 2019
- *Atlanta Magazine*, Atlanta 500 Most Powerful Leaders: Professionals, 2019, 2020
- *The Best Lawyers in America* guide, Atlanta Government Relations Lawyer of the Year, 2016, 2018, 2020, 2022
- *The Best Lawyers in America* guide, Government Relations Practice, 2008-2022
- *The Legal 500 USA*, Government - Government Relations, 2016-2021
- Client Service All-Star, The BTI Consulting Group, Inc., 2017
- Martindale-Hubbell AV Preeminent Peer Review Rated

Memberships

- Governor's Judicial Nominating Commission, consisting of judges and lawyers who recommend judicial appointments statewide to the Governor, 2006-Present
- Federalist Society, Board of Advisors, Atlanta Lawyers Division
- Atlanta Housing Authority, Commissioner, 2017-Present
- Georgia Code Revision Commission (publisher of the Official Code of Georgia Annotated), 2012-2014
- Joseph Henry Lumpkin Inn of Court, Master
- Logan E. Bleckley Inn of Court, former Barrister
- Republican National Lawyers Association
- Energy Bar Association
- Lawyers Club of Atlanta
- State Bar of Georgia

Publications

- A Primer For Elected Officials, Candidates & Lobbyists, *JAMES magazine*, September-October 2019
- Supreme Court Limits Protectionism by State Healthcare Licensing Boards, *Holland & Knight Alert*, March 3, 2015
- Changes to Georgia's Ethics Laws and the Impact on Businesses, *Holland & Knight Alert*, February 22, 2011
- Georgia Supreme Court Rejects Constitutional Challenge To Expert Testimony Law, *Washington Legal Foundation*, June 27, 2008
- Georgia Lawyer Legacies, *Georgia Bar Journal*, April 1, 2008

- **Holland & Knight Lawyers Named Georgia Super Lawyers – Rising Stars for 2006, September 20, 2006**
- **Georgia Enacts Direct Ship Legislation For Wine, Considers Other Delivery Options, Holland & Knight Newsletter, June 1, 2000**

Speaking Engagements

- **Ethics and Duty of Candor: Practical Challenges and Applications for the Trial Lawyer, The Institute of Continuing Legal Education in Georgia Program, January 28, 2015**
- **Judicial Diversity in the 21st Century, 2014 State Bar of Georgia Annual Meeting, June 6, 2014**
- **Institute of Continuing Legal Education in Georgia, Professionalism in Case Preparation and Presentation, March 25, 2011**
- **Too Close to Call: What You Need to Know in An Election Contest, State Bar of Georgia Headquarters, April 17, 2008**
- **Nuts and Bolts of Local Government Law, State Bar of Georgia Conference Center, Atlanta, March 13, 2008**

Education

- **The University of Georgia School of Law, J.D.**
- **Yale College, B.A., English**

Bar Admissions/Licenses

- **Georgia**

Court Admissions

- **U.S. Court of Appeals for the Eleventh Circuit**
- **U.S. District Court for the Northern District of Georgia**
- **U.S. District Court for the Middle District of Georgia**
- **All State Courts in Georgia**

Marci Rubensohn



Senior Policy Advisor

Atlanta

404.817.8552

Marci.Rubensohn@hklaw.com

Practices

**Public Policy & Regulation | Government Representation | Local Government Advocacy |
State Capitals | State and Local Government Procurement**

Marci Rubensohn is a senior policy advisor in Holland & Knight's Atlanta office and a member of the firm's Public Policy & Regulation Group. Ms. Rubensohn designs and lobbies for legislative and regulatory solutions to problems facing large private and public clients, primarily before Georgia state and local governments. Her clients include market leaders in energy, affordable housing, education, telecommunications and hospitality, as well as the largest airport in the world as measured by passenger traffic.

Ms. Rubensohn began her legislative career as an attorney for the Georgia Senate Research Office, providing legal and policy analysis of legislation coming before the Senate Judiciary Committee.

Following her work with the Georgia Senate, Ms. Rubensohn served as the deputy director of government relations with the Georgia Municipal Association (GMA), where she was responsible for lobbying the state legislature on behalf of the 550 members of GMA and for representing municipal utility systems at the Georgia Public Service Commission. Throughout her 10 years at GMA, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials.

Ms. Rubensohn has been appointed to various task forces, including the City of Atlanta Code Enforcement Commission, the University System of Georgia Alcohol Abuse Task Force and the Midtown Atlanta Land Use Committee. She was a delegate for the American Council of Young Political Leaders (ACYPL) and a graduate of the University of Georgia Municipal Leadership Institute.

Ms. Rubensohn is an active member of the State Bar of Georgia and in charitable organizations in Atlanta.

Holland & Knight

Representative Experience

Local Government Procurement

- Assisted a global electric company to procure energy performance contracts for several cities in Georgia
- Assisted a Kentucky-based housing development company to obtain approval for affordable housing projects in Georgia
- Assisted an intelligent transportation system (ITS) company to successfully procure community improvement district funds for traffic technology

Georgia General Assembly

- Represented a large metropolitan city to successfully extend the term of the city's infrastructure sales tax and create a new sales tax economic development tool
- Represented a coastal city to successfully create and procure funds for the city's information technology and logistics corridor
- Updated the Land Bank Authority Act to provide greater authority and flexibility for local land banks
- On behalf of pharmaceutical clients, successfully passed legislation to synchronize dispensation dates of medication
- On behalf of a New York-based national asset manager, created a rural jobs tax credit program and successfully incorporated the program into the Suggested State Legislation handbook of the Council of State Governments to be used as a model in other states
- Successfully passed legislation granting operating and management authority to a local utility authority

Honors & Awards

- Top 10 Female Lobbyists, *James Magazine*
- Dean's List, Emory University
- Certificate for Excellent Achievement for Negotiation Skills, Highest Grade in Class, Emory University School of Law, Spring 2000
- Certificate for Excellent Achievement for Alternative Dispute Resolution, Highest Grade in Class, Emory University School of Law, Fall 1999

Memberships

- State Bar of Georgia, 2002-Present
- University System of Georgia Alcohol Abuse Task Force, 2015
- City of Atlanta Code Enforcement Commission, 2014
- Midtown Neighborhood Association, 2010-2011

- **Midtown Atlanta Land Use Zoning Committee, 2007-2011**
- **American Council of Young Political Leaders (ACYPL), Delegate, 2007**
- **MidCity Lofts Condominium Association, Vice President, Board of Directors, 2003-2006**
- **Pi Sigma Alpha**

Education

- **Emory University School of Law, J.D.**
- **Emory University, B.A., Political Science and Spanish**

Bar Admissions/Licenses

- **Georgia**

Spoken Languages

- **Spanish**

Kevin A. Gooch



Partner

Atlanta

404.817.8473

Kevin.Gooch@hklaw.com

Practices

Financial Services | Financial Services Regulations | Private Equity | Emerging Companies

Industries

Healthcare & Life Sciences

Kevin Gooch is a financial services attorney in Holland & Knight's Atlanta office. Mr. Gooch focuses his practice on representing financial institutions, non-bank lenders, corporate borrowers and private equity funds in complex finance and restructuring transactions, including syndicated credit facilities, bilateral loan transactions, acquisition financings, asset-based financings and notes offerings. In connection with these transactions, he drafts and negotiates loan documentation, including credit agreements, security agreements, pledge agreements, promissory notes, resolutions and legal opinions.

Mr. Gooch has represented various clients in more than \$20 billion of financing and restructuring transactions. In addition, he has significant experience advising publicly traded borrowers and clients in the healthcare space on credit facilities and secured loans.

In addition to his work on finance and restructuring transactions, Mr. Gooch has extensive experience working with entrepreneurs and emerging growth companies in all phases of their business life cycles, from company formation to helping his clients raise capital through initial seed funding, later stage rounds and managing other legal risks.

Prior to joining Holland & Knight, Mr. Gooch was a transactional attorney for a multinational law firm in its Atlanta office, with a focus on finance transactions and other corporate matters.

In addition, Mr. Gooch served as an adjunct professor from at Emory University School of Law designing and teaching "Commercial Lending" from 2015 to 2018. Additionally, he serves as a guest lecturer in "Deal Skills" at the University of Georgia School of Law on an annual basis. Mr. Gooch also is the moderator and host of "Let's Talk Leadership" series for the 100 Black Men of Atlanta Inc., where he interviews C-suite executives about their leadership journey.

Holland & Knight

Representative Experience

Financial Services Matters

- Advise clients on strategic alternatives and the impact of such alternatives on their outstanding debt obligations
- Represented clients in nearly \$1 billion of lending transactions
- Represented one of the largest franchisees of a fitness company in obtaining and maintaining a credit facility in excess of \$100 million
- Represented a software company in obtaining and maintaining a secured credit facility in excess of \$150 million
- Represented various portfolio companies of private equity funds in obtaining and maintaining loans ranging from \$25 million to \$100 million

Business Operations Transactions

- Represented a medical devices company in all aspects of legal representation relating to its business operations, including corporate governance matters, separation of one of the former C-suite executives and acquisition of a competitor
- Represented a materials company in all aspects of legal representation relating to its business operations, including overseeing employment matters, equity issuances and a variety of other matters
- Represented a food logistics company in all aspects of legal representation relating to its business operations, including equity issuances, litigation management and contract drafting and analysis
- Represented a mobile communications retailer in all aspects of legal representation relating to its business operations, including corporate governance matters, employment matters, contract drafting and analysis and an acquisition of multiple competitors

Honors & Awards

- Rick Palmore Alumni Award, Leadership Council on Legal Diversity, 2021
- Atlanta 500 Most Powerful Leaders: Professionals, *Atlanta Magazine*, 2021
- Leadership Atlanta, Class of 2019
- Leadership Georgia, Class of 2017
- Leadership Council on Legal Diversity Fellow, 2015
- Outstanding Atlanta, Class of 2014
- LEAD Atlanta, Class of 2013
- 40 Under 40, American Bar Association, 2016
- Nation's Best Advocate – 40 Under 40, National Bar Association (NBA), 2016
- 40 Under 40, Emory University Alumni Association, 2016

- *Atlanta Business Chronicle*, 40 Under 40, 2015
- *Fulton County Daily Report*, 40 Under 40, 2015
- *Georgia Trend Magazine*, 40. under 40, 2015
- 40 Under 40, University of Georgia Alumni Association, 2015
- Young Lawyers' Division Advocacy and Leadership Award, National Bar Association, 2014
- American Bar Association (ABA) Legal Opportunity Scholar, The University of Georgia School of Law, 2001-2004
- University of Georgia Regents Opportunity Scholar, 2002-2004
- Arnold Foundation Scholar, Emory University, 1997-2001

Memberships

- State Bar of Georgia
- 100 Black Men of Atlanta Inc., Chairman of the Board of Directors, 2019-Present
- The Carter Center, Board of Councilors, 2020-Present
- Oxford College of Emory University, Board of Counselors, 2008-Present
- University of Georgia Alumni Association, Board of Directors, 2019-Present
- Emory Center for Ethics, Emory University, 2020-Present
- Emerging 100 of Atlanta, President, 2013-2015
- The University of Georgia School of Law, Board of Visitors, 2005-2008
- The University of Georgia School of Law, Student Bar Association, President, 2003-2004
- The University of Georgia School of Law, Student Bar Association, 1L Class President, 2001-2002

Speaking Engagements

- Mergers and Acquisitions Update, State Bar of Georgia Institute of Continuing Legal Education (ICLE) Corporate Counsel Institute, 2020
- UCC Case Law Update, Secured Lending Seminar, State Bar of Georgia Institute of Continuing Legal Education (ICLE), 2019

Education

- The University of Georgia School of Law, J.D., *cum laude*
- Emory University, B.A., Philosophy and Political Science

Bar Admissions/Licenses

- Georgia

Appendix Exceptions

SECTION III OWNERSHIP OF DATA

OWNERSHIP OF DATA:

The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of the City of Augusta.

Holland & Knight seeks the right to retain our work product and the right to reuse the same. Accordingly, we request the exception below:

"Notwithstanding the foregoing,

(A) nothing herein shall prohibit H&K from (i) retaining a copy of the data, drawings, charts, etc. which are prepared or produced under this contract even if such data, drawings, charts, etc. contain confidential or proprietary information regarding the City of Augusta or (ii) re-using the data, drawings, charts, etc. it develops in the course of representing the City of Augusta, to the extent such data, drawings, charts, etc. do not contain confidential or proprietary information about the City of Augusta; and

(B) nothing herein purports to transfer or requires the transfer to the City of Augusta of any (i) third party copyright or other intellectual property used for or on the City of Augusta's behalf or (ii) H&K's copyrights or other intellectual property that H&K has prepared or maintains not specifically for the City of Augusta, including without limitation H&K's proprietary methodology, technology and processes (including templates, scripts, links, materials), and software development tools and software, utilized by H&K to perform services for the City of Augusta and other clients, and H&K's trademarks or tradenames.

SECTION V INDEMNIFICATION AND INSURANCE AND CONTACT INFORMATION

INDEMNIFICATION AND INSURANCE:

The offerer shall carry professional/public liability insurance coverage in the amount of Two Million Dollars (\$2,000,000.00), covering itself and all of its employees and agents, and shall indemnify and hold harmless

Augusta-Richmond City and their representatives and employees, from any ~~claim, demands, actions, and cause-for-actions~~ damages to the extent arising from any negligent act or non-act or the commission or omission of any act while under the terms of the contract. **This Indemnification agreement shall not apply to damages for which payment is available under the Contractor's professional liability insurance policies.**

Holland & Knight seeks to line indemnification provisions up with our insurance coverage. Accordingly, we request modification as shown above.

SECTION VI

Holland & Knight

CRITERIA FOR EVALUATION

ATTACHMENT F SAMPLE CITY CONTRACT

ARTICLE V. GENERAL CONDITIONS

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least thirty (30) days prior to the effective date of termination.

Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.

Failure to Perform/ Breach of Contract: In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.

Holland & Knight seeks the mutual right to terminate an engagement. Accordingly, we request modification as shown above.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the **negligent** Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all **liabilities claims or actions** based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) **to the extent** caused by or sustained in connection with the **negligent** performance of this Contract or by conditions created thereby or arising out of or any way connected with **negligent** Work performed under this Contract, ~~as well as all expenses incidental to the defense of any such claims, litigation, and actions.~~ Furthermore, Contractor shall assume ~~and pay for, without cost to the City Indemnitees,~~ the defense of any and all claims, litigation, and actions suffered through any **negligent** act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's **sole** negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the **negligent** performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all **claims, loss, damage, charge, or expense** to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. **This Indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.**

Holland & Knight seeks to line indemnification provisions up with our insurance coverage. Accordingly, we request modification as shown above.

1. Insurance

2. Additional Insured Requirement:

(a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance **and professional liability insurance** with no cross suits exclusion **(except for professional liability insurance)**. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

H&K is prohibited by its professional liability insurance underwriters from naming a client as an additional insured. H&K's professional liability insurance policy excludes coverage for a claim by one insured against another insured. As such we request modifications as shown above.

Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

Holland & Knight does not provide bonds in the event requested.

6. The non-professional liability insurance Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least ~~sixty (60)~~ **thirty (30)** days prior written notice to the City **(except ten (10) days for non-payment of premium)**. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance **and professional liability insurance**) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

Neither the firm's professional liability insurance policy nor the Acord form used by its brokers for certificates of insurance can be endorsed to provide 60 days written notice to the City prior to any cancellation or non renewal. In the highly unlikely event H&K's professional liability insurance were cancelled or non renewed, H&K would promptly notify its clients. Notice is not available for changes to the firm's professional liability insurance, but it is unlikely there would be any change that would adversely affect the City. As stated above, H&K is prohibited by its underwriters from naming a client as an additional insured.

Per our insurance brokers: Thirty days written notice is standard. Accordingly, we request modification as shown above.

7. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

Holland & Knight does not provide copies of our insurance policies outside of the firm.

L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization
Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and subsubcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees **hired in the state of Georgia or hired to perform services on this Contract**. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each subsubcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subsubcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

We do e-Verify in Georgia as we are required to by law (we are also required to do so in North Carolina). We are not required to do so under the laws of any other state in which we maintain an office. We cannot agree to this requirement as written, but could agree if the City will accept the language proposed above.

Holland & Knight Offices

United States Offices

Atlanta

1180 W. Peachtree Street, Suite 1800
Atlanta, GA 30309

Austin

98 San Jacinto Boulevard, Suite 1900
Austin, TX 78701

Boston

10 St. James Avenue, 11th Floor
Boston, MA 02116

Charlotte

101 S. Tryon Street
Charlotte, NC 28280

Chicago

160 North Riverside Plaza, Suite 2700
Chicago, IL 60606

Dallas - Crescent Court

200 Crescent Court, Suite 1600
Dallas, TX 75201

Dallas - One Arts Plaza

1722 Routh Street, Suite 1800
Dallas, TX 75201

Denver

1801 California Street, Suite 5000
Denver, CO 80202

Fort Lauderdale

515 E. Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301

Fort Worth

777 Main Street, Suite 3300
Fort Worth, TX 76102

Houston

611 Main Street, Suite 2500
Houston, TX 77002

Jacksonville

50 North Laura Street, Suite 3900
Jacksonville, FL 32202

Los Angeles

400 South Hope Street, 8th Floor
Los Angeles, CA 90071

Miami

701 Brickell Avenue, Suite 3300
Miami, FL 33131

New York - West 62nd St.

31 West 62nd Street, 12th Floor
New York, NY 10019

New York - 3rd Ave.

900 Third Avenue, 20th Floor
New York, NY 10022

Orange County

3 Park Plaza, Suite 1400
Irvine, CA 92614

Orlando

200 South Orange Avenue
SunTrust Center, Suite 2800
Orlando, FL 32801

Philadelphia

2929 Arch Street, Suite 800
Philadelphia, PA 19104

Portland

801 SW Second Avenue, Suite 1800
Portland, OR 97204

Richmond

200 South 10th Street, Suite 1000
Richmond, VA 23219

San Francisco

50 California Street, Suite 2800
San Francisco, CA 94111

Stamford

263 Tresser Boulevard, Suite 1400
Stamford, CT 06901

Tallahassee

315 S. Calhoun Street, Suite 600
Tallahassee, FL 32301

Tampa

100 North Tampa Street, Suite 4100
Tampa, FL 33602

Tysons

1650 Tysons Boulevard, Suite 1700
Tysons, VA 22102

Washington, D.C.

800 17th Street N.W., Suite 1100
Washington, DC 20006

West Palm Beach

777 South Flagler Drive
Suite 1900, West Tower
West Palm Beach, FL 33401

International Offices

Algiers

Lotissement Val d'Hydra, Villa 26
Algiers, Algeria

Bogotá

Holland & Knight Colombia SAS
Carrera 7 # 71-21
Torre A, Piso 8
Bogotá, DC, Colombia

London

Holland & Knight (UK) LLP
Leaf 27C, Tower 42
25 Old Broad Street
London EC2N 1HQ

México City - Palmas

Holland & Knight México, S.C.
Paseo de las Palmas No. 405, Piso 504
Col. Lomas de Chapultepec, Miguel Hidalgo,
11000, CDMX, México

México City - Reforma

Holland & Knight México, S.C.
Paseo de la Reforma No. 342 Piso 28
Col. Juárez, Cuauhtémoc
06600, CDMX, México

Monterrey

Holland & Knight México, S.C.
Ricardo Margán No. 335, Torre II, Piso 2
Col. Valle del Campestre
San Pedro Garza García, N.L.
66295, México