

CITY OF BRAWLEY  
REQUEST FOR PROPOSAL  
STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES



Proposal Release Date:  
December 22, 2022

Response Due:  
January 31, 2023  
4 P.M. (PDT)

Submit Responses Electronically To:  
Thomas Garcia  
[tgarcia@brawley-ca.gov](mailto:tgarcia@brawley-ca.gov)

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**I. Introduction**

**A. Services Requested**

Under this Request for Proposals ("RFP"), the City of Brawley ("City") is soliciting Proposals from suitably qualified individuals or a firm ("Consultant") to provide state and federal legislative lobbyist and advocacy services to represent the interests and advance the City's legislative agenda at the state level, and to gain support from key public officials and policy makers on decisions that impact the City ("Services").

To be considered in this process, the City is inviting written Proposals from qualified and experienced individuals or firms with:

- **a minimum of 5 years of direct experience providing state and federal representation on issues and objectives common to municipal entities similar in size and governance to the City;**
- **strong focus and demonstrated expertise in California municipal policy; and**
- **deep understanding of the current trends and issues in municipal policy and local governance.**

The City requires a well-managed and financially-sound Consultant with demonstrated skills and technical ability, high levels of customer service, responsiveness, and satisfaction, in order to fulfill the requirements outlined in this RFP.

The Consultant will perform the Services according to:

- The Scope of Services, which are attached as Exhibit 1 to this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract.

**A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.**

**B. Definitions**

In this RFP, the following words and phrases have the meaning ascribed to them below:

- **Agreement / Contract**      The entire and integrated written agreement between the City and the Consultant that takes the place of prior negotiations, representations, or agreements, either written or oral.



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#### **C. Term of Services and Contract**

##### **Fixed Initial Term with Renewal Term**

The Services described in this RFP and in the proposed Contract are for a period of 16 months ("initial term"), beginning on March 07, 2023 and ending on June 30, 2024.

The City will have the option to renew the Consultant's Contract 3 times, each renewal for a period of 1 year ("renewal term"). Exercise of the renewal option is at the sole discretion of the City, and requires the City Managers written approval.

#### **D. Insurance**

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of- and contains provisions entirely consistent with- all of the City's Insurance Requirements," which are noted in **Exhibit 2 ("Insurance Requirements")**. Evidence of the insurance coverages will need to be in place before a Consultant starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City), if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

#### **E. Proposer's Indemnification of the City**

At its expense, a Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- A Proposer's submitting the Proposal;
- The City's accepting a Proposer's Proposal; or
- The City's awarding a Contract to a Proposer in compliance with this RFP, or state, federal, or local laws.

#### **F. City's Project Representatives**

The City Project Manager in charge of this Project is:

City of Brawley, City Manager's Office  
Attention: Thomas Garcia, Assistant to the City Manager  
383 Main Street  
Brawley, CA 92227

The executive in charge is Tyler Salcido, City Manager.

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#### **G. About the City of Brawley**

Brawley is the third largest city in Imperial County, has a current population of approximately 26,928 people (U.S. Census Update: 2020) with a projected population of 40,000 to 46,200 by 2035, and spans approximately 8.12 square miles.

The City incorporated in February of 1908. A Council-City Manager form of government manages Brawley. Five elected council members serve 4-year terms, each year selecting one member to serve as Mayor and one member as Mayor Pro-Tem. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is:

*It is the mission of the City of Brawley to provide excellent Municipal services; to seize every opportunity to empower Brawley's citizens and assure their ability to participate and to guide the growth and development of the City; to develop and maintain a safe environment with the highest quality and most attractive public facilities; to provide an atmosphere that encourages and supports the expansion of economic opportunity for all; to maximize public resources in a responsible manner that benefits the entire community; to empower the City's employees in order to create opportunity for their growth, well-being and excellent performance, and to recognize that Brawley's citizens are a family whose richness of diversity is to be cultivated, capitalized on and celebrated by all.*

## **II. RFP Process**

### **A. Schedule of Events**

The following events will take place in this Project (See further explanations, below):

<b>EVENT</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
RFP Distribution	City	December 22, 2022
Optional Virtual Q&A Conference	City	January 19, 2023
Consolidate Q&A Posted	City	January 24, 2023
RFP proposals Due	Proposer	January 31, 2023
Proposal Opening	City	February 01, 2023
Panel Reviews Proposals	City	February 03, 2023
Candidate Interviews	City	February 14, 2023
Final Candidate Announced	City	February 21, 2023
Letter of Objection	Proposer	February 28, 2023
Contract Award (City Council Approval)	City	March 07, 2023

### **B. RFP Distribution**

A prospective Proposer may receive this RFP by mail, email, in person or online at City of Brawley ([brawley-ca.gov](http://brawley-ca.gov)) Distribution of the RFP in no way represents the City's acceptance of a Proposer's qualifications, reputation, or ability to perform the Services.

### **C. Optional Virtual Q&A Conference**

The Optional Virtual Q&A Conference will be held on January 19, 2023, at 3:00 pm, virtually via Zoom. A link to this meeting will be posted on the RFP page on the City's website.

**Attendance at this conference is optional.**

The purpose of this conference is to ensure that Proposers have the opportunity to ask questions arising from Proposers' initial review of this RFP. Before the conference takes place, Proposers should review the RFP thoroughly and should be familiar with its content, as well as the City's functional and technical requirements.



**D. Proposal Deadline and Proposal Submission**

The City must receive the Proposal **on or before 4:00 pm. Friday, January 31, 2023.** A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened. Oral, telephonic, or facsimile transmitted Proposals are invalid and the City will not accept or consider them.

A Proposer must submit email copies of the Original Proposal in PDF format to [tgarcia@brawley-ca.gov](mailto:tgarcia@brawley-ca.gov). A Proposal may also be delivered by mail or in person, but an electronic submittal via email is still required.

The Proposal must be clearly marked **"State Legislative Lobbyist & Advocacy Services Proposal"** and addressed to:

City of Brawley, City Manager's Office  
Attention: Thomas Garcia, Assistant to the City Manager  
383 Main Street  
Brawley, CA 92227  
[tgarcia@brawley-ca.gov](mailto:tgarcia@brawley-ca.gov)

### **III. General Requirements and Instructions**

#### **A. Examination of Documents**

Before submitting an RFP Response, a Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Make all necessary investigations (including the location of the Services), examine documents, and understand the Scope of Services (Exhibit 1).
- Be able to furnish the City with valid:
  - Insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements (Exhibit 2).

#### **B. Proposer's Representations in the Response**

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with- and has fully considered- all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) calendar days following the City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

**C. Withdrawal, Cancellation, or Modification of a Proposal**

**Before** the Proposal Deadline:

A Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

City of Brawley, City Manager's Office  
Attention: Thomas Garcia, Assistant to the City Manager  
383 Main Street  
Brawley, CA 92227  
[tgarcia@brawley-ca.gov](mailto:tgarcia@brawley-ca.gov)

For a withdrawal to become effective, the City must receive the Proposer's written request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal, telephonic, facsimile, or email request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

**After** the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least one hundred and twenty (120) calendar days following the Proposals' opening on February 01, 2023, subject to the exception described in the next paragraph below. The City may extend the 120 - day period upon the City's written request and upon the affected Proposers' written approval. **The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:**

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

**D. Proposal Preparation Expenses**

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by the Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by the Proposer before the date of award of the Contract for this RFP.

## **IV. Proposal Content and Format**

### **A. Using the Attached Proposal Format**

“Proposal Forms” (PF: 1 to PF: 5) are attached to this RFP. With its Proposal, the Proposer must submit various attachments that are further described in the Proposal Forms.

The Proposer must fill in the blanks on the Proposal Forms, using a software forms filler or printing legibly in ink. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

***If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”***

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

**The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.**

### **B. Identifying Proprietary Information; Public Records Act**

A Proposer must identify and/or list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq. Proposer should do so by completing the attached Public Records Exempt Information form (See EXHIBIT 4, PF: 3).

By listing or redacting the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer who fails to identify documents that the Proposer believes should be exempt from disclosure as having waived its right to an exemption from disclosure, as the Public Records Act provides.

### **C. Signature(s)**

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

### **D. Proposal Retention**

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

### **E. Proposal Format**

Proposals should contain sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should be as brief and concise as possible without sacrificing clarity.

#### **1. Cover I Title Page**

Proposals must contain the name of the Proposer, the RFP title, and the date on either the cover or title page. Submission of a cover letter is optional.

#### **2. Table of Contents**

A complete table of contents (TOC) must be included in the proposal. The TOC will include a clear title or description of each heading and be identified by page numbers.

#### **3. Proposers' Resume & Organizational Chart**

The City is particularly interested in selecting a Proposer that has extensive experience in the Scope of Services. The Proposers' resume, and if applicable, its employees' resumes should be included here. Identify the person(s) who will be

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working on the proposed service and their area(s) of responsibility. Submit an organizational chart showing the names of those whose resumes are being submitted, other key personnel, and all supporting staff.

#### 4. Project Understanding

Provide in detail the Proposers overall understanding of the project. A thorough understanding and that includes how proposer will satisfy all the requirements stated in the request for proposal. Describe the Proposer's understanding of the Scope of Services, and the objectives to be accomplished. Provide a detailed work plan including all key deliverables.

#### 5. Cost Proposal

All Proposers must complete the Cost Proposal Form (PF: 5) in its entirety.

#### 6. Required Documents.

The following documents must be completed and submitted with the Proposal:

PF: 1- Proposer's General Information Form

PF: 2- Reference Form

PF: 3- Public Records Exempt Information Form

PF: 4- Table of exemptions

PF: 5- Cost Proposal –page

## **V. Method of Selection**

All Proposals received on time will be opened, in a non-public setting, on February 01, 2023. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

### **A. Basis for Award and Evaluation Criteria**

A Proposer's submission will be evaluated and scored on the criteria listed below. Each criterion has a maximum allowable percentage.

Evaluation of a Proposal will be based on a competitive selection process. Technical merit, experience, references, demonstrated successes, and the proposed fee will be considered in the selection process. City reserves the right to award the contract not necessarily to a Proposer with the lowest cost proposal, but to a Proposer who will provide the best overall match to the RFP requirements and who best serves City's interests.

Proposals received by City will be reviewed, evaluated, and ranked based upon the following criteria:

- Expertise, competence, experience, performance, solvency, and responsiveness to City's goals, interests, or objectives;
- References and demonstrated success;
- Cost; and
- Conformance with the terms of this RFP.

In addition, City may consider other factors, including, but not limited to, evidence of untimely and unsatisfactory performance on prior, similar projects.

**The City may investigate the qualifications of a Proposer under consideration, require confirmation of Information furnished by the Proposer, and call upon the Proposer to provide additional Information or evidence of the Proposer's qualifications for the Services described In this RFP.**



## **B. Selecting a Proposer**

An Evaluation Committee comprised of City representatives will evaluate each RFP submission, select up to three (3) finalists for possible interviews, and will submit recommendations to City Manager. Upon interviewing the finalists, City Manager will submit a recommendation to City Council, which may select a Proposer.

During the evaluation process, the Evaluation Committee may, at its discretion, request any or all Proposers to make one or more oral presentations. The presentations will provide a Proposer with an opportunity to answer any questions that the Committee may have about the Proposer or its Proposal.

The ideal Consultant will:

- Have at least five (5) years of direct experience providing state representation on issues and objectives common to municipal clients similar in size and governance to the City of Brawley;
- Have no professional and/or ethical conflict with City of Brawley's interests;
- Have a demonstrated and verifiable track-record;
- Have independently verifiable references of similar size and scope of City;
- Have extensive experience providing state and federal advocacy services to public agency clients, particularly electric and water utilities;
- Have established, longstanding and positive working relationships with members of the state and federal Legislature, state and federal agencies, and senior executive and committee staff;
- Be pro-active in monitoring, identifying, and analyzing state legislation that may be of interest or impact City;
- Be pro-active in monitoring, identifying, and securing state funding opportunities that may be of interest to City; and
- Be pro-active in monitoring, identifying, and analyzing state regulation that is of relevance or impact to City;
- Be fully dedicated to the funding goals and objectives of CITY.

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The contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by City, including: the proposal evaluation criteria described on the previous page; results of background and reference checks; results from interviews and presentation phase; and proposed compensation.

**City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.**

Once selected, the successful Proposer must enter into a written Agreement with City within fourteen (14) calendar days following Proposer's receiving CITY's notice of award.

**The City Manager, or City Council (as required by the Brawley Municipal Code or other City policies) may approve an award of an Agreement to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly executed the Agreement.**

#### **C. City's Reservation of Rights**

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal; or
- Constitute an agreement by the City that it will actually enter into a Contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Revise, change, or amend the RFP's evaluation or selection criteria before the Proposal Deadline.

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- Cancel, withdraw, revise, change, amend, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's business or facilities.
- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award a Contract to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a City officer or employee, or contract directly- without an RFP or bids- for the Services.

## **VI. Award of Contract**

If selected, the highest ranked Proposer must enter into a written Agreement with the City. The RFP, or any part of it, and the Proposer's responses, may be incorporated into and made a part of the Agreement. **A copy of the City's Draft Proposed Agreement is provided as Exhibit 3.**

The City's policy is that the Agreement be accepted as is. By submitting a Proposal to the City in response to this RFP, a Proposer is deemed to have provided its approval to the Agreement, accepting it without qualification. If a Proposer seeks limited modification of the Agreement, then in the Proposal a Proposer must identify any proposed changes on Proposal Form 4 titled "Table of Exceptions".

**However, changes or qualifications to the Agreement may be weighed in the evaluation of the Proposal and may cause rejection of the Proposal as non-responsive, in the City's determination.**

The City reserves the right to negotiate further the terms and conditions of the Agreement, including:

- Revisions to the Agreement's service-related terms, conditions, requirements (other than the insurance and the indemnity provisions), specifications, or minimum performance standards; and
- Additions to the Agreement, by the parties' mutual agreement, or as a City Ordinance or Resolution or Municipal Code, or any other law may require.

At any time and for any reason, if Contract negotiations with the highest ranked Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to end negotiations with the Proposer; reject the Proposal and begin negotiations with the second highest ranked Proposer; reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for the Services; choose not to contract for the Services; or any other course of action in the City's best interest.

The selected Proposer must submit to the City a signed Agreement, properly executed by the Proposer. The City Manager or City Council (as required by the Brawley Municipal Code or other City policies) may approve an award of an Agreement to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly executed the Agreement. After the City receives the Agreement, the City will request approval from the appropriate person/body, subject to approval by the City Attorney, execute the Agreement if approved, and return an original of the Agreement to the Proposer.

## **VII. Letter of Objection; Procedures**

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing- by letter only- to the City. **The City will not consider any verbal objection.** The Letter of Objection must clearly state:

- The specific objections;
- The areas of concern;
- The facts supporting the objections; and
- A proposed method for resolving the objections.

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence.

The Proposer must deliver or mail the Letter of Objection to:

City of Brawley, City Manager's Office  
Attention: Thomas Garcia, Assistant to the City Manager  
383 Main Street,  
Brawley, CA 92227

**The City must receive the Letter of Objection on or before 4:00 pm. February 28, 2023.**

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP- whether in whole or in part- needs revision, the City will prepare Addenda.

## **Exhibit 1 - Scope of Services**

### **1. TERM OF SERVICES AND CONTRACT**

The Services described in this RFP and in the proposed Contract are for a period of nineteen (18) months, beginning on March 07, 2023 and ending on June 30, 2024. CITY reserves the right to extend the term of the Contract, on an annual basis, for up to three (3) additional one-year terms.

### **2. RESPONSIBILITIES**

Consultant will primarily represent CITY's interests in Sacramento, California and Washington D.C. for the purposes of:

- Advocating on issues that directly or indirectly impact CITY's ability to efficiently and cost- effectively conduct its business;
- Avoiding undue fiscal impact to the CITY;
- Protecting CITY's revenue; and
- Securing funding.

Consultant will have a strong emphasis and recognized expertise on municipal policy and local governance.

Consultant will also coordinate work with the League of California Cities and representatives of other cities and districts which likewise may oppose or support legislation.

The professional services include, but are not limited to, the following:

1. Follow issues of particular interest to CITY; keep appropriate CITY staff informed of key developments and factors that could affect legislation.
2. Serve as a reliable and consistent conduit of information-to and from the legislature and state agencies; monitor and provide regular reports, both orally and in writing, on current state legislation, the state budget process, or any legislative events that may directly or indirectly impact CITY;
3. Have established relationships with key legislators and staff;
4. Accurately and persuasively represent the perspective, needs, and concerns of CITY;
5. Advocate with State Legislators, Senate and Assembly committees, and state agencies, boards, and commissions on issues that directly or indirectly impact CITY's ability to efficiently and cost-effectively conduct its business in support of defined goals, priorities, and projects;

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6. Monitor, analyze, and advise CITY of legislation that may directly impact CITY by safeguarding local control, resources, and services;
7. Aid and assist in establishing relations between CITY (both elected officials and staff) and Legislators and legislative staff including Chairs of key Committees, Committee staff and other decision/policy makers;
8. Meet regularly with CITY staff to assist in the development of CITY's list of goals, priorities, and specific projects;
9. Meet regularly with the City Council to assist in the development of goals, priorities, and specific projects and to provide updates on recent developments;
10. Identify which goals, priorities, and projects could be addressed at the state level and assist in developing and distributing written material to provide to legislative staff;
11. Advise on trends and issues that affect local government, generally (e.g., budget impacts, new programs, and objectives by Governor);
12. Attend meetings as necessary;
13. Promote CITY's interests by securing funding opportunities through legislation so that the CITY may complete projects and implement programs that support the community, its resources, and its residents.
14. Coordinate with City Council members during travel and visits to Sacramento and Washington to enhance collaboration efforts and promoting the City of Brawley's interests and aspirations.

## **Exhibit 2 - Insurance Requirements**

1. **Insurance.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

1.1 Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)

General Liability Primary and Non-contributory

1.2 Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

1.3 Workers' Compensation coverage shall be maintained as required by the State of California.

1.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation

Workers Compensation Declaration of Sole Proprietor if applicable

1.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

1.5. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

1.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.



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1.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

1.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

1.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

1.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

**Exhibit 3 - Proposed Agreement**

The proposed Agreement is set forth below. ***THIS IS A DRAFT VERSION OF THE AGREEMENT.*** The City reserves the right to revise this proposed Agreement, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. ***THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.***

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**PF: 1 – PROPOSER’S GENERAL INFORMATION FORM**  
**STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES PROPOSAL**

Date: \_\_\_\_\_, 20\_\_ Business Name \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_ Contact Person \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email \_\_\_\_\_

**1. BUSINESS ORGANIZATION / STRUCTURE**

1.1 Your firm is a:

- Corporation                       Sole Proprietorship                       Partnership  
 Limited Liability Company                       Other \_\_\_\_\_

1.2 If your firm is a corporation, answer the following:

1.2.1 Corporate ID Number \_\_\_\_\_

1.2.2 Owner / President's name: \_\_\_\_\_

1.2.3 Is your firm a publicly traded corporation?  
 Yes                       No

1.3 In the past five years, has any governmental entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules or regulations?

- Yes                       No

If **Yes**, identify the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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1.4 Has your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

- Yes                       No

If **Yes**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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**PF: 2 – REFERENCE FORM**

Complete the references below for general information. For detailed project information about each project (i.e. marketing materials, pictures, correspondence, ect.), please include immediately following this form.

1. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Description of Services Provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Description of Services Provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Description of Services Provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**PF: 4 – TABLE OF EXCEPTIONS**

Proposer must state whether its proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, proposed professional Services Agreement, or any other requirements of the RFP, including all exhibits, forms, and appendices. List of exceptions will be inserted in the table form below and identify the page, selection number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify any items of non-compliance will result in the City assuming compliance. Changes to the Proposed Professional Services Agreement may not be considered or negotiated if not submitted as part of the proposal. The City, at its sole discretion, may modify or reject any exception or proposed change.

Provision/Exception-Non conformance and/or Subtitle Language

Pg.	Section #	Exception and Proposed Language

By Signing below, I understand that the information above lists all exceptions expressed by this firm in response to the RFP issued by the City of Brawley for state legislative lobbyist & advocacy services proposal

Dated this day \_\_\_\_ of \_\_\_\_\_, 20\_\_

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(Authorized Signature)

(Title)

**City of Brawley**

RFP for STATE LEGISLATIVE LOBBYIST & ADVOCACY SERVICES PROPOSAL

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**PF: 5 – SCHEDULE OF FEES/COST PROPOSAL**

Proposer will provide the following fees that will be used to complete the required services. This pricing will be in effect for the duration of the contract term.