



**REQUEST FOR PROPOSALS
RFP # CC-20190719**

LEGISLATIVE ADVOCATE SERVICES

RFP Issuance Date: July 19, 2019

Proposal Submission Deadline: August 23, 2019 – 12:00 noon

For technical information and other inquiries, please contact:

Jason Damweber, Deputy City Manager
City of Takoma Park

7500 Maple Avenue, Takoma Park, MD 20912

Phone: 301-891-7202

E-mail: JasonD@takomaparkmd.gov

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SECTION I – PURPOSE AND BACKGROUND

A. PURPOSE

In this Request for Proposals (“RFP”), the City of Takoma Park (“City”) is seeking a qualified and experienced person or firm to represent and promote the City’s interests to the Maryland General Assembly and other State officials and offices. The specific tasks the legislative advocate will be asked to accomplish are outlined in the Scope of Services section of this Request for Proposals.

B. SCHEDULE

Issuance of Request for Proposals:	Friday July 19, 2019
Deadline for Submission of Proposals:	Friday, August 23, 2019
City Council Contract Award:	September 2019 (tentative)

The proposal due date is Friday, August 23, 2019 – 12:00 noon

C. BACKGROUND

The City of Takoma Park is a municipality of approximately 17,900 persons in Montgomery County, Maryland, adjacent to Prince George’s County and the District of Columbia. The City provides services through its departments of Police, Housing and Community Development, Recreation, Public Works, Library, Communications, and General Government. Planning and zoning authority rests with the Maryland-National Capital Park and Planning Commission, but the City staff provides most planning and economic development services for the City.

The term of the contract for legislative advocacy services will be one year, with the option to renew the contract for up to four additional one-year terms.

SECTION II - SCOPE OF SERVICES

The proposed contract for legislative advocacy services will include, but not be limited to the following responsibilities:

- Monitoring and tracking proposed legislation and actions of the General Assembly and Executive Branch that may impact the City of Takoma Park.
- Helping the City strengthen relationships with legislators and other State officials.
- Monitoring issues of importance to the City of Takoma Park.
- Working with key legislators and their staffs to ensure their appreciation of the needs of the City of Takoma Park and of the possible impact of proposed legislation on the City.
- Coordinating and/or preparing position statements and testimony for the City.
- Coaching City Councilmembers and City officials and staff on how to frame issues, present testimony and interact with legislators and State officials to successfully promote the City’s interests.

SECTION III – PAYMENT SCHEDULE

The City will pay monthly invoices that provide detailed information on the services performed during the invoice time period, including the hourly charge of the particular personnel involved or the flat rate cost, plus expenses, as appropriate.

SECTION IV – PROPOSAL SUBMITTAL INSTRUCTIONS

Proposal Due Date: The deadline for submissions is **12:00 noon on Friday, August 23, 2019**. Requests for extensions of the date and time will not be granted and no late proposal or late request for modifications will be considered.

Method of Submission: Proposals shall be emailed to Jason Damweber, Deputy City Manager, City of Takoma Park, at JasonD@takomaparkmd.gov. The email subject line shall read “RFP # CC-20190719, Legislative Advocate Services.” The proposal document shall be a single PDF attachment. (A confirmation email will be sent within 24 hours of the receipt of a proposal email. If no confirmation is received within that timeframe or before the deadline date and time, please contact Jason Damweber at 301-891-7202 to confirm that the proposal was received.)

All proposal submissions must include the following information to be considered complete. The City reserves the right to disregard any incomplete bid responses.

A. PROPOSAL

1. **Cover Letter:** A transmittal letter on the respondent’s business stationery from the individual(s) or a principal officer of the firm offering the proposal and certifying that the proposal and price proposal will remain in effect for ninety (90) days after the proposal due date. The letter should include the RFP number, and provide the name and address of the individual or firm, and contact information for the individual or officer (telephone number and email address). The attached Qualification and Certification Statement must be completed and included with the proposal.
2. **Services to be Provided:** The respondent shall submit a narrative description of the legislative advocacy services to be provided to the City on an annual basis and the respondent’s approach to carry out the Scope of Services set forth in this RFP. The description of services should include information as to when the services would be provided and the approximate amount of time that the firm would spend on these services. A list of other services or additional work hours that may be provided at additional cost may be included.
3. **Personnel Qualifications:** A company profile, including number of years in business, type of operation, and number of employees, and a list of all persons who will be directly or indirectly involved in providing legislative advocacy services to the City of Takoma Park under this proposal. This description and identification of personnel should indicate the abilities, qualifications and experience of all persons who will be involved in providing services.
4. **Firm Experience:** Provide a listing of current and past clients of the firm for which legislative advocacy services of similar scope were provided. Describe other contracts for similar services that were performed or undertaken within the past five years.

5. Capacity: Provide assurance that the firm is capable of providing the described services to the City of Takoma Park in addition to the other responsibilities or commitments of the firm. Firms should have adequate staff capacity to handle the demands of the work.
6. Ability to Represent Takoma Park: Firms should be able to represent the City of Takoma Park on issues of importance to the City without significant conflicts of interest related to the firms' other clients. Identify any conflicts of interest or potential conflicts with other clients of the firm.
7. References: Provide at least three references of clients for whom legislative advocacy services were provided. Provide a description of the work provided, dates of service, and contact information for those references (include organization name, contact person's name and title, telephone number and email address).

B. PRICE PROPOSAL

1. A lump sum total cost proposal for completing the Scope of Services for the project described in this RFP for FY 2020. (The City anticipates paying a flat monthly amount for the legislative advocacy services although it is understood that the level of work will vary with the time of year and the issues involved.)
2. An estimate of the number of hours by person that will be required to accomplish the various activities described in the Scope of Services in this RFP.
3. All non-personnel costs, such as for deliveries, transportation, site visits, printing, reproduction, and other expenses are to be included within the lump sum total cost proposal.
4. Identify costs for any extra services or additional work hours that were identified in A.2, above.
5. Provide lump sum fee proposals for services for FY 2020 (through June 30, 2019), FY 2021, FY 2022, and FY 2023, and FY 2024. If the contract is renewed, it will be expected that the cost of services identified for these out years will be the contract price for those years unless the contract terms are renegotiated. If costs for extra services have been provided, provide the costs for those additional services for each of the out years as well.

C. REQUIRED CERTIFICATIONS

1. A completed Living Wage Requirements Certification
2. A completed Certification of Non-Involvement in the Nuclear Weapons Industry.

D. GENERAL

1. Confidentiality: Proposals will be available for public inspection after the award announcement, except as to the extent that a respondent designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A respondent's designation of material as confidential will not necessarily be conclusive, and the respondent may be required to provide justification why such material should not be disclosed, on request, under the Maryland

Public Information Act (“PIA”), Title 4 of the General Provisions Article (“GP”) of the *Annotated Code of Maryland*.

2. Proposal Expenses: The City is not responsible for expenses incurred in preparing and submitting proposals.
3. Rejection of Proposals: The City reserves the right, in its sole discretion, to reject any and all proposals, in part or as a whole, to waive technical defects, to select the proposal(s) deemed most advantageous to the City, and to elect not to proceed with the process set forth in this RFP.
4. Duration of Prices: The price proposal submitted is irrevocable for a period of 90 days from the proposal due date.
5. Acceptance of Terms and Conditions: By submitting a proposal, a respondent accepts the terms and conditions set forth in this RFP.
6. Procurement Law: This RFP and any contract entered into as a result of this RFP are governed by *Takoma Park Code*, Title 7, Division 1 (Purchasing).

SECTION V - EVALUATION CRITERIA AND SELECTION PROCESS

A contract award will be made on the basis of a recommendation made by an evaluation panel comprised of City staff and City Council members and authorized by formal action of the Takoma Park City Council. The evaluation panel may request an interview with any or all responders to this RFP before making a recommendation.

Proposals will be evaluated on the following criteria:

1. Experience, qualifications and capacity of the firm, including experience with the functions and work of the Maryland General Assembly and other State officials and offices.
2. Responsiveness and understanding of the Scope of Services.
3. Prior experience providing legislative advocacy services to local governments and/or other clients.
4. Qualifications and experience of the personnel to be assigned to the City’s legislative advocacy services.
5. Client references.
6. Cost.

VI - GENERAL CONDITIONS

The General Conditions set out below shall apply to all formal solicitations and competitive bid or proposal processes of the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term "bid" and "bidder" as used in these General Conditions shall include the term "proposal" and "offeror" or "respondent." The term "Request for Proposals" as used in these General Conditions shall include "Request for Bids," "Invitation for Bids," and "Requests for Qualifications."

1. Receipt of Proposals

Proposals or amendments received after the date and time specified as the proposal due date will not be considered. No liability shall attach to the City for the premature opening of an improperly addressed or improperly identified proposal.

2. Proposal Due Date

a. **12:00 noon on Friday, August 23, 2019**

b. Unless otherwise specified by the City, all proposals submitted may not be withdrawn after bid opening and shall be binding for City acceptance for ninety (90) days from the proposal due date.

3. Award or Rejection of Proposals

a. A contract shall be awarded to a responsive and responsible bidder. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information or any technical or formal defect in a proposal; 5) select a proposal and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; 6) reject any and all proposals that comply with the Request for Proposals specifications; 7) elect not to proceed with the process set forth in the Request for Proposals; or 8) accept a higher proposal that complies with the Request for Proposals specifications, provided that, in the judgment of the City, the services or items offered under the higher proposal have additional values or functions justifying the difference in price.

b. The City reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that the bidder provide additional information or make one or more presentations. The City also has the right to personally interview bidders and to inspect the bidder's place of business, inventory, supplies and equipment prior to making a contract award.

c. The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.

d. A written notice of the contract award (or acceptance of the bid) will be provided to the successful bidder within the specified acceptance period. The successful bidder will be expected to sign the City's contract.

e. Specific requirements as to bid bonds shall be incorporated in individual proposal

specifications, if required. Although performance and/or payment bonds may be directly addressed in the specifications, the City reserves the right to require a performance and/or payment bond if the City deems it to be in the City's best interests to require a performance and/or payment bond at the time of award or upon execution of the City contract.

4. Payment

Invoices for payment for contract services must be submitted in duplicate. An original invoice and one copy shall be forwarded to the City. Payment will be made upon the City's acceptance of the services or items represented by the invoice. Payment terms are net 30 unless special arrangements have been established.

5. Taxes

Prices proposed under any bid shall not include federal, state or local sales or use taxes. The City of Takoma Park is exempt from such taxes; however, the City's contractors or vendors are not agents and/or employees of the City.

6. Subcontractors

- a. Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.
- b. Bidders shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with the prior written consent of the City Manager.

7. Compliance with Specifications

Bidders should address and clearly satisfy the requirements of this Request for Proposals. Failure to clearly respond to the requirements of the Request for Proposals may result in the bid or proposal as not being responsive. Bidders shall abide by and comply with the true intent of the specifications of this Request for Proposals and not take advantage of any unintentional error or omission.

8. Changes in Specifications

If it becomes necessary to revise or alter any part of this RFP, addenda will be provided on the City website during the proposal period. It is the responsibility of bidders to check the City website for any addenda. All such addenda and changes shall be deemed a part of this RFP and shall become part of the information contained in the RFP as originally issued.

9. Bidder's Certification of Non Involvement in the Nuclear Weapons Industry

In order to comply with the provisions of *Takoma Park Code* Chapter 14.04, Nuclear-Free Zone, section 14.04.060.C, bidders must certify, by a notarized statement, that the bidder is not knowingly or intentionally a nuclear weapons producer.

10. Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park's living wage requirement for service contracts. The "Living Wage Requirements Certification" must be completed and submitted with the proposal. If a bidder fails to submit and complete the required material information on the Living Wage Requirements Certification, then the proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor to employees under the City's living wage law, is \$15.05 per hour for July 1, 2019, through June 30, 2020. The living wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to any contract awarded thereafter until the date of the next adjustment. Notice of adjustments to the living wage rate can be found on the City's website (www.takomaparkmd.gov). Also, the City's living wage law—*Takoma Park Code* section 7.08.180 *et. seq.* is available at the same website (click on Code).

11. Conflict of Interest

The bidder will be required to warrant and represent that no employee or official of the City, or his or her immediate family member, is directly or indirectly interested in the proposal or will share in or benefit from any contract that results from the proposal.

12. Brokerage Fees, Commissions, Contingency Fees, and Other Compensation

- a. No brokerage fees, finder's fees, commissions, or other compensation or consideration will be payable by the City in connection with the award of a contract under the proposal. The City will not pay any costs or losses incurred by a bidder including, but not limited to, any costs incurred to respond to this Request for Proposals, any requests for supplemental information made by the City, or for actions by the bidder in connection with any negotiations, including, but not limited to, actions to comply with the requirements of the City.
- b. The bidder warrants that no member of the bidder's firm has employed or retained any representative, individual, or firm, other than a bona fide employee working solely for the bidder firm, to solicit or secure any contracts hereunder and further warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of a contract under the proposal.

13. Indemnification and Insurance

- a. The commencement of any negotiation does not represent any obligation or agreement on the part of the City. No bid or proposal shall be deemed accepted until authorized by the City Council and a contract or purchase order between the City and the bidder is executed. Either the City or the bidder may terminate negotiations at any time with or without cause. If negotiations are terminated by either party, neither the City nor the bidder will have any rights against or liabilities to the other party.
- b. The selected bidder is responsible for any loss, personal injury, death, property damages, and any other damages of every name and description that may be done or suffered by reason of the bidder's negligence or failure to perform any contractual obligations. The selected bidder shall defend, indemnify, and hold harmless the City of Takoma Park, its employees, officials,

and agents, from and against all losses, liabilities, claims, demands, damages, suits, costs, and expenses of any kind, including attorney’s fees and litigation expenses, whether for personal injury, property damage or other liability arising out of or in any way connected with the bidder’s acts or omissions under the Request for Proposals or under any contract resulting from the Request for Proposals.

- c. The selected bidder must obtain at its own cost and expense, and keep in force and effect during the term of any contract with the City for the contract work, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the City prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The City of Takoma Park must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the City Manager.

d. Insurance Requirements – Contract Dollar Values

<u>Coverage</u>	<u>Up to \$100,000</u>	<u>Up to \$1,000,000</u>
Workers Compensation (for bidders with employees)		
Bodily injury by		
Accident (each)	\$100,000	\$100,000
Disease (policy limits)	\$500,000	\$500,000
Disease (each employee)	\$100,000	\$100,000
Commercial General Liability (Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)	\$500,000	\$1,000,000
Minimum Automobile Liability (Including owned, hired and non-owned automobiles.)		
Bodily injury, each person	\$250,000	\$500,000
Bodily injury, each occurrence	\$500,000	\$1,000,000
Property damage, each occurrence	\$300,000	\$300,000
Professional Liability (for professional services contracts only) For errors, omissions, and negligent acts, per claim and Aggregate, with one year discovery period and maximum Deductible of \$25,000.00		
	\$500,000	\$1,000,000

14. Changes

- a. The City may, at any time, by written order, make changes to the Scope of Services as set forth in the Request for Proposals. If such changes cause an increase or decrease in the bidder’s cost or time required for performance of any project service, an equitable adjustment, if applicable, may be made and the parties’ contract modified in writing accordingly.

- b. Any claim of the bidder for adjustment under this clause must be asserted in writing within fourteen (14) days from the date of receipt, by the bidder, of the notification of the change order, unless the City grants a further period of time.
- c. No service for which additional compensation will be charged by the bidder shall be furnished without the written authorization of the City.

15. Attachments

- a. Certification of Non-Involvement in Nuclear Weapons Industry
- b. Living Wage Requirements Certification
- c. Qualification and Certification Statement

**CITY OF TAKOMA PARK, MARYLAND
CERTIFICATION OF NON-INVOLVEMENT IN THE
NUCLEAR WEAPONS INDUSTRY**

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per Section 14.04.090:

“Nuclear weapons producer” is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

“Production of nuclear weapons” includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

“Nuclear weapon” is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

“Component of a nuclear weapon” is any device, radioactive substance or nonradioactive substance designed, knowingly and intentionally, to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed this Certification this ____ day of _____, 201__.

Firm Name: _____

By: _____ (SEAL)
Signature

Print Name & Title

State of _____, County of _____:

Subscribed and sworn to before me this ____ day of _____, 201__.

Notary Public

My commission expires: _____

LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.200.B)

Business Name: _____
Address: _____
City, State, Zip Code: _____
Phone Number: _____
Fax Number: _____
E-Mail: _____

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.190 (see item B below):

Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____ E-Mail: _____

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A "CONTRACTOR."

A. Living Wage Requirements Compliance

_____ This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code, Section 7.08.180 et. seq.*). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

Effective July 1, 2019, the Living Wage Rate is \$15.05 per hour through June 30, 2020.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

_____ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

_____ A public entity.

_____ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501c(3) of the Internal Revenue Code.

_____ A contract procured through an emergency procurement, sole source procurement, or cooperative procurement.

_____ A contract for electricity, telephone, cable television, water, sewer or similar service delivered by a regulated public utility.

_____ A contract for the purchase or lease of goods, equipment or vehicles.

_____ A contractor who is prohibited from complying with the City's living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement. **(Must specify the law and/or furnish a copy of the contract or grant.)**

C. Living Wage Requirements Reduction.

_____ This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employer's share of the premium for that health insurance is \$_____.

(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.200.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park, will comply with all applicable requirements of the City's living wage law.

Authorized signature: _____

Print name: _____

Title of authorized person: _____

Date: _____

QUALIFICATION AND CERTIFICATION STATEMENT

NAME OF ENTITY _____

Business Address: _____

Telephone Number: _____

Fax: _____

Web Site: _____

AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Telephone Number (office and cell): _____

E-Mail: _____

ORGANIZATIONAL STRUCTURE

Identify the legal structure of the entity responding to the Request for Proposals and include requested information with this submission.

_____ A.1. A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

_____ A.2. List the name of the corporation and the names and titles of the corporation's directors and officers:

_____ B.1. A foreign corporation incorporated under the laws (insert jurisdiction)

_____ B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.

_____ B.3. List the name of the corporation and the names and titles of the corporation's directors and officers:

_____ C. A sole proprietor doing business under his/her individual name. Individual name:

_____ D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and the trade or business name:

_____ E. A partnership. List the type of partnership and the names of all general partners:

____ F.1. A limited liability company organized under the laws of the State of Maryland and authorized and in good standing to do business in the State of Maryland.

____ F.2 List the limited liability company name and the names of all members:

____ G.1 A foreign limited liability company organized under the laws of _____ (insert jurisdiction name).

____ G.2. The foreign limited liability company is authorized and in good standing to do business in the State of Maryland.

____ G.3. List the foreign limited liability company name and the names of all members:

____ H. Other (explain):

CERTIFICATION

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Invitation for Bids or the Request for Proposals for the prices listed on the enclosed Price Proposal Sheet, if any, and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this bid/proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid or proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the Respondent.

Respondent Name (print): _____

By: _____
(Signature) (Date)

Print Name: _____

Title: _____