



COUNTY OF CONTRA COSTA

REQUEST FOR PROPOSAL No. 1209-003

**SPECIFICATIONS, TERMS & CONDITIONS
For**

FEDERAL LEGISLATIVE ADVOCACY SERVICES

For complete information regarding this project see RFP posted at <http://www.bidsync.com>

or contact the person listed below. Thank you for your interest!

Contact Person: Lara DeLaney, Senior Management Analyst

E-mail Address: lara.delaney@cao.cccounty.us

RESPONSE DUE

by

5:00 p.m.

on

October 31, 2012

at

**Contra Costa County, County Administrator's Office
651 Pine Street, 10th floor
Martinez, CA 94553**

COUNTY OF CONTRA COSTA

REQUEST FOR PROPOSAL No. 1209-003 SPECIFICATIONS, TERMS & CONDITIONS For

FEDERAL LEGISLATIVE ADVOCACY SERVICES

TABLE OF CONTENTS

Page 1 of 2

	Page
I. <u>ACRONYM AND TERM GLOSSARY</u>	4
II. <u>STATEMENT OF WORK</u>	
A. Intent	5
B. Scope	5
C. Background	7
D. Consultants Minimum Qualifications.....	8
E. Specific Requirements	9
F. Debarment / Suspension	10
G. Deliverables/Reports.....	10
III. <u>INSTRUCTIONS TO BIDDERS</u>	
H. County Contacts.....	11
I. Calendar of Events.....	11
J. Submittal of Bids	11
K. Response Format.....	13
L. Evaluation Criteria/Selection Committee.....	13
M. Contract Evaluation and Assessment	15
N. Notice of Intent to Award	15
O. Disputes Relating to Proposal Process and Award	16
IV. <u>TERMS AND CONDITIONS</u>	
P. Term / Termination / Renewal.....	17
Q. Pricing	17
R. Award.....	18
S. Method of Ordering	18
T. Invoicing	19
U. Account Manager/Support Staff.....	19
V. General Requirements	20

COUNTY OF CONTRA COSTA

REQUEST FOR PROPOSAL No. 1209-003 SPECIFICATIONS, TERMS & CONDITIONS for

FEDERAL LEGISLATIVE ADVOCACY SERVICES

TABLE OF CONTENTS

Page 2 of 2

ATTACHMENTS

- Exhibit A – Bid Form
- Exhibit B – Response Content and Submittals Completeness Checklist
- Exhibit C – Debarment and Suspension Certification
- Exhibit D – Standard Contract

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

AIDS	Refer to Acquired Immune Deficiency Syndrome
Bid	Shall mean the bidders'/contractors' response to this Request
Bidder	Shall mean the specific person or entity responding to this RFP
Board	Shall refer to the County of Contra Costa Board of Supervisors
CAO	Shall refer to the County Administrator's Office
CDBG	Refers to Community Development Block Grant
CSC	Shall refer to County Selection Committee
Contractor	When capitalized, shall refer to selected bidder that is awarded a contract
County	When capitalized, shall refer to the County of Contra Costa
Federal	Refers to United States Federal Government, its departments and/or agencies
FY	Shall mean Fiscal Year
HOME Program	Refers to the largest Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA	Refers to Housing Opportunities for Persons with AIDS
HUD	Refers to Housing and Urban Development
Labor Code	Refers to California Labor Code
McKinney-Vento	Refers to Federal legislation dealing with the education of children youth experiencing homelessness in US Public Sector
Proposal	Shall mean bidder/contractor response to this RFP
Request for Proposal	Shall mean this document, which is the County of Contra Costa's request for contractors'/bidders' proposal to provide the services being solicited herein; also referred herein as RFP
Response	Shall refer to bidder's proposal or quotation submitted in reply to RFP
RFP	Request for Proposal
SCAAP	State Criminal Alien Assistance Program
SCHIP	State Child Health Insurance Program
State	Refers to State of California, its departments and/or agencies
Title IV-E	Refers to Foster Care and Adoption Assistance Program. This program provides <u>federal reimbursement</u> to states for the costs of children placed in foster homes or other types of out-of-home care under a court order or voluntary placement agreement

II. STATEMENT OF WORK

A. INTENT

The intent of this Request for Proposal (RFP) is to describe professional federal legislative advocacy and related services required by Contra Costa County.

The County intends to award a two-year contract with three (3) single year options to renew to the bidder selected as the most responsible bidder whose response conforms to the RFP and meets the County's requirements

B. SCOPE

Contra Costa County is seeking a full-service federal legislative advocate. The individual or firm will work in a proactive manner to protect and advance the County's interests on a federal level. The legislative advocate will work with the Board of Supervisors, the Legislation Committee, the County Administrator, department heads and/or designated departmental staff on a proactive legislative agenda to advance and protect the County's interest.

1. Contra Costa County has a multi-faceted, proactive legislative program comprised of the following components:
 - a. Adoption of an Annual Legislative Platform by the Board of Supervisors.
 - b. Review of legislation by the County's Legislation Committee and staff.
 - c. Employment of professional State and Federal legislative advocates to pursue advocacy and enactment.
 - d. Tracking of legislation at the County Administrator's Office (CAO) and agency / department levels.
2. The CAO coordinates the County's Legislative activities, as summarized below.
 - a. **Annual Legislative Program**

The Contra Costa County Board of Supervisors adopts an annual Federal Legislative Platform. Prior to developing this Platform, the CAO invites input from all County departments and the Board of Supervisors. From this input, the Federal Legislative Platform is developed.

The County's Federal Legislative Platform includes legislative proposals submitted by County departments and community based organizations. For

example, the 2012 Federal Legislative Platform includes 13 requests for FFY 2013 appropriations or grants; 4 requests for the reauthorization of the federal transportation act; and 5 requests for the reauthorization of the Water Resources Development Act. The Federal Platform also includes the County's position on various policies, along with requests for amendments to existing legislation, and suggestions for proposed new legislation. The Platform is developed in cooperation with the County's legislative advocates, members of the Board of Supervisors, County agencies/departments and other interested parties. The Platform is submitted to the Board of Supervisors through the County's Legislation Committee.

The Legislation Committee typically approves the draft Legislative Platform in December each year. Subsequently, at a meeting in January, the Board of Supervisors is asked to adopt the Legislative Platform. It should be noted that this Platform is amended continually throughout the year as new legislative issues arise.

b. **Legislation Committee**

In 2007, the County established the Legislation Committee as a means of coordinating legislative issues and policies throughout the County. This Committee meets regularly to review the impacts of State and Federal legislation on the County. The Committee receives regular updates from the County's State and Federal legislative advocates and advises the Board of Supervisors on legislative matters affecting the County.

c. **Issues of Particular Concern to the County**

- (1) Medical Insurance for the Uninsured and Underinsured
- (2) Healthcare reform implementation
- (3) Surface Transportation & Infrastructure funding
- (4) Increased funding for Medicaid and Medicare
- (5) Increased funding for Housing and Urban Development (HUD) programs, including Community Development Block Grant (CDBG) and McKinney-Vento
- (6) Homeless Assistance, Housing Opportunities for Personals with AIDS (HOPWA) and HOME programs

- (7) Increased funding for health and human service programs
- (8) Increased funding flexibility for various Federal programs including Title IV-E
- (9) Increased funding for navigation, flood control, and habitat restoration projects
- (10) Funding for Mt. Diablo Mercury Mine clean-up
- (11) Full funding for various programs including Social Services Block Grant and Elder Justice
- (12) Bioterrorism and Disaster Preparedness
- (13) State Criminal Alien Assistance Program (SCAAP)
- (14) State Child Health Insurance Program (SCHIP)
- (15) Increased funding for California (e.g., farm bill, agriculture, water resources, flood control, clean water, natural resources services, etc.)
- (16) Advocacy related to the County's Water Platform, specifically the Sacramento-San Joaquin Delta
- (17) Federal grant funding

Please note, this list is not all-inclusive and the consultant would be expected to work with the County to identify other issues of concern.

C. BACKGROUND

Contra Costa County was incorporated in 1850 as one of the original 27 counties of California. A five-member Board of Supervisors, each elected to four-year terms, serves as the legislative body of the County, which has a general law form of government. Also elected are the County Assessor, Auditor-Controller (the 'County Auditor-Controller'), Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner and Treasurer-Tax Collector (the 'County Treasurer'). The County Administrator, David Twa, is appointed by the Board and is responsible for running the day-to-day business of the County. The County Administrator is also responsible for presenting the Board with a Recommended Budget for consideration of adoption as the Final (Adopted) Budget, which will serve as the foundation of the County's financial planning and control.

Contra Costa is one of nine counties in the San Francisco-Oakland Bay Area and the ninth most populous county in California with an estimated population of 1,056,064 as of January 1, 2011. The County covers about 733 square miles and extends from the northeastern shore of the San Francisco Bay easterly about 50 miles to San Joaquin County. The County is bordered on the south and west by Alameda County and on the north by the Suisun and San Pablo Bays. The western and northern shorelines are highly industrialized, while the interior sections are suburban/residential, commercial and light industrial. The County contains 19 cities, including Richmond in the west; Antioch in the northeast; and Concord in the middle. Population growth in the County during the past five years has been strongest in unincorporated areas as well as in the cities of Antioch, Brentwood, Hercules, Oakley, Pittsburg and San Ramon.

The County agencies/departments include: Agriculture, Animal Services, Assessor, Auditor-Controller, Child Support Services, Clerk-Recorder, Conservation & Development, County Administrator, County Counsel, District Attorney, Employment and Human Services, Contra Costa Consolidated Fire, Health Services, Human Resources, Information Technology, Library, Probation, Public Defender, Public Works (which now includes the former General Services), Risk Manager, Sheriff-Coroner, Treasurer-Tax Collector, and Veterans Services.

The County maintains a \$2.4 Billion budget (all funds). The recommended FY 12-13 General Fund budget of \$1.222 billion is supported by local, federal, and State resources. Almost half of our revenue, \$551.7 million (45.1%) is dependent on State and Federal allocations. Our general purpose revenue available from sources such as property tax and interest income is \$314.8 million. The remaining 'Other Local' revenue is generated primarily by fees, fines, and licenses.

With respect to its Federal advocacy services, the County currently contracts with Alcalde & Fay. They have been under contract with the County since 2001 and receive a monthly retainer of \$8,458. The contract expires on December 31, 2012.

D. CONSULTANTS' MINIMUM QUALIFICATIONS

1. Consultants shall be regularly and have been continuously engaged in the business of providing Federal legislative advocacy to **local governments**, preferably urban county governments, for at least the past five (5) years.
2. Consultants had a successful legislative service contracts with at least one (1) public agency for at least five (5) years. Consultant will be required to provide work samples.
3. Consultants shall possess the proven ability to initiate, develop and carry out effective strategies to influence legislative and administrative activities and effectively lobby on behalf of the County.

4. Consultants shall possess all permits, licenses and professional credentials necessary to perform the required legislative advocacy services.
5. Consultants' other clients should not pose conflict of interest issues for the County, nor should their interest be in direct conflict with the County's mission.

E. SPECIFIC REQUIREMENTS

The consultant will act as the Washington D. C. representative of the County and will provide, at a minimum, the following services:

1. Assist the County in developing strong relationships with the East Bay congressional delegation, congressional leaders and the Administration. This includes developing a target list of key influencers from both parties in the Congress and proactively developing relationships between these member and County leaders.
2. Serve as the County's liaison to Federal agencies.
3. Provide logistical support to arrange appointments and meetings with members of Congress and Federal agencies, as needed. This includes preparing talking points and/or briefing materials, as needed.
4. Lead the County in developing and implementing an effective Federal advocacy strategy and legislative program to:
 - a. Influence Federal laws and policies as they relate to County priorities, programs and operations, including developing legislation and amendments to legislation which accomplish specific County goals; and
 - b. Identify and develop opportunities to increase funding for County priorities, programs and operations.
5. Research and provide information to the County on such matters as:
 - a. Federal budget, bills and laws.
 - b. Funding opportunities and availability.
 - c. Congressional hearings, reports and testimony.
 - d. Federal regulations, guidelines, directives and other administrative policies, both proposed and adopted; and

- e. Technical memoranda and reports impacting County operations.
6. Represent County interests in meetings with members of Congress and/or their staff, and with representatives of Federal agencies, boards, commissions, committees and other bodies as appropriate.
7. Participate in appropriate coalitions and working groups on behalf of the County.
8. Report on and advise the County on relevant Federal legislation, proposed and adopted, and administrative actions that affect County programs. Reporting will include an annual summary on major activities and accomplishments, linked to the Board's adopted Legislative Platform; as needed visits to the County for meetings with Board members and staff and County administrative staff; and participation in the Board of Supervisor's Legislation Committee meetings (participation is typically by conference call).
9. Perform other related duties as mutually agreed upon.

F. DEBARMENT / SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit N attached, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

G. DELIVERABLES/REPORTS

1. Creation of an annual summary of major activities and accomplishments, which is linked to the Board's adopted Legislative Platform
2. Regular e-mails regarding budget and/or legislative updates.

III. INSTRUCTIONS TO BIDDERS

H. COUNTY CONTACTS

As of the issuance of this RFP, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor.

All questions regarding the proposal will be accepted through the BidSync site only. The deadline for submitting questions for this RFP is on or before 12:00 noon on October 24, 2012. All questions will be answered and disseminated to those registered on the BidSync website. Contra Costa County uses BidSync as the primary tool for posting bids and other business opportunities. BidSync is a web-based government bidding system.

I. CALENDAR OF EVENTS

Event	Date/Location
Request Issued	September 28, 2012
Written Questions Due	by 12:00 Noon on October 24, 2012
Response Due	October 31, 2012 by 5:00 p.m.
Vendor Interviews	Week of November 19, 2012
Board Letter Issued	December 6, 2012
Board Award Date	December 11, 2012
Contract Start Date	January 1, 2013

Note: Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

J. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the County Administrator's Office of Contra Costa County **by** 5:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS, PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS.

Bids will be received only at the address shown **below**, and by the time indicated **in the Calendar of Events**. Any bid received after said time and/or date or at a

place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The CAO's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed **and delivered** as follows:

**Federal Legislative Advocacy Services
RFP No. 1209-003
Contra Costa County, County Administrator's Office
651 Pine Street, 10th floor
Martinez, CA 94553**

3. Bidders are to submit one (1) original hard copy bid, with original ink signatures, plus five (5) copies of their proposal. Original proposal is to be clearly marked, printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the proposal. Bidders must also submit an electronic copy of their proposal. The electronic copy must be a single file, scanned image of the original hard copy with all appropriate signatures, and must be on disk or USB flash drive and enclosed with the sealed hardcopy of the bid.
4. Bidder's name and return address must also appear on the mailing package.
5. No telegraphic, email (electronic) or facsimile bids will be considered.
6. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.
7. Submitted bids shall be valid for a minimum period of 180 days.
8. All costs required for the preparation and submission of a bid shall be borne by Bidder.
9. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.

10. Proprietary or Confidential Information: No part of any bid response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all bid responses shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).
11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation, an intended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the intent to award/non-award notifications. The submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed intent to award/non-award notifications, which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.
12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

K. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder must provide all information requested. See Exhibit B, Response Content and Submittals Completeness Checklist.

L. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in Federal legislative advocacy services. The CSC will select a

contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the County Administrator's Office Department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks.

If the two stage approach is used, the three (3) bidders receiving the highest preliminary scores will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

Evaluation Criteria

- Completeness of Response
- Cost
- Implementation Plan and Schedule and Evaluation of Scope
- Relevant Experience
- References
- Understanding of the Project and Scope of Work
- Presentation and Interview if required

M. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate the service and to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, (a) whether Contractor has complied with all terms of this RFP and (b) whether any problems or potential problems with the proposed service were evidenced which make it unlikely (even with possible modifications) that such proposed service will have met the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

N. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail or fax of the contract award recommendation, if any, by the CAO. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

- The name of the bidder being recommended for contract award; and
 - The names of all other parties that submitted proposals.
2. At the conclusion of the RFP process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid.

- a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
 - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
3. The submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

O. DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Purchasing Agent/Director of Public Works. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the letter of notification of recommended award or denial of award.
3. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

David Gould, Purchasing Manager
Contra Costa County
255 Glacier Drive
Martinez CA, 94553
dgoul@pw.cccounty.us

The County Purchasing Agent shall make a decision concerning the appeal and notify the Vendor making the appeal within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.

IV. **TERMS AND CONDITIONS**

P. **TERM / TERMINATION / RENEWAL**

1. The term of the contract, which may be awarded pursuant to this RFP, will be two (2) years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for three (3) additional one-year terms at agreed prices with all other terms and conditions remaining the same.

Q. **PRICING**

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
5. Price quotes shall include any and all payment incentives available to the County.
6. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
7. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.
8. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general

prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

R. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single contractor.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the intended awardee prior to Board approval.
8. Final Standard Contract terms and conditions will be negotiated with the selected bidder.

S. METHOD OF ORDERING

1. A signed Standard Contract will be issued upon Board approval.
2. Standard Contracts will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
3. Contracts and payments for services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

5. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

T. INVOICING

1. Contractor shall invoice the CAO's office, unless otherwise advised, upon satisfactory performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County contract number, invoice number, remit to address and itemized services description and price as quoted.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.

U. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with County requirements and standards and work with the County Administrators Office (CAO) staff to ensure that established standards are adhered to.

V. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
2. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

EXHIBIT A

COUNTY OF CONTRA COSTA

RFP No. 1209-003
for

FEDERAL LEGISLATIVE ADVOCACY SERVICES

BID FORM

Cost shall be submitted on Exhibit A as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the County will pay for the two year term of any contract that is a result of this bid.

Proposal prices shall include everything necessary for the completion of and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses, permits and an estimated cost for two (2) trips to Contra Costa County per year required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

Please provide a separate price for travel expenses. Travel expenses will be calculated into your final bid price as the total cost for services.

DESCRIPTION	Unit of Measure	No. units	1 st year		2 nd Year		Total for Two (2) Year
			Charge per unit	Extension	Charge per unit	Extension	
	(A)	(B)	(C)	(D) = (B)*(C)	(E)	(F) = (B)*(E)	(G) = (D+F)
Monthly service charge for legislative advocate program excluding travel to Contra Costa County	Per month	12	\$	\$	\$	\$	\$
TOTAL COST FOR SERVICES							\$

Bidder agrees that the prices quoted are the maximum they will charge during the term of any contract awarded.

FIRM: _____ SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT B**RFP No. 1209-003****for****FEDERAL LEGISLATIVE ADVOCACY SERVICES****RESPONSE CONTENT AND SUBMITTALS
COMPLETENESS CHECKLIST**

1. Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder.
2. Bidders shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

CHECK LIST

- ☐ A. **Title Page:** Show RFP number and title, your company name and address, name of the contact person (for all matters regarding the RFP response), telephone number and proposal date.
- ☐ B. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ C. **Cover Letter:** Bid responses shall include a cover letter describing Bidder and include all of the following:
 - 1) The official name of Bidder;
 - 2) Bidder's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
 - 3) The jurisdiction in which Bidder is organized and the date of such organization;
 - 4) The address of Bidder's headquarters, any local office involved in the Bid Proposal; and the address/location where the actual services will be performed;
 - 5) Bidder's Federal Tax Identification Number;
 - 6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the

RFP response, with authorization to make representations on behalf of and to bind Bidder;

- 7) A representation that Bidder is in good standing in the State of California and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP. This requirement includes the necessity for some out of state companies to be registered with the State of California by the effective date of the agreement. Information regarding this requirement can be located at the Secretary of State website, <http://www.sos.ca.gov/>; and
- 8) An acceptance of all conditions and requirements contained in this RFP.
- 9) Cover letter must be signed in ink by a person or persons authorized to execute the proposal on behalf of the bidder.

- ☐ D. **Letter of Transmittal:** Bid responses shall include a description of Bidder's approach in providing its services to the County in one or two pages stating its understanding of the work to be done and a positive commitment to perform the work as specified.
- ☐ E. **Executive Summary:** A brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.

- ☐ F. **Bidder's Qualifications and Experience:**

Provide a description of Bidder's capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of Bidder's experience relative to RFP requirements described herein, including references.

- ☐ G. **Key Personnel - Qualifications and Experience:**

Bid responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide support services. For each person on the list, the following information shall be included: (1) the person's relationship with Bidder, including job title and years of employment with Bidder; (2) the role that the person will play in connection with the RFP (3) address, telephone, fax numbers, and e-mail address; (4) the person's educational background; (5) the person's relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.

☐ H. **Description of the Proposed Services:**

Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder's and County personnel involved, and the number of hours scheduled for such personnel.

The description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

☐ I. **Implementation Plan and Schedule and Evaluation of Scope**

The bid response shall include an implementation plan and schedule. The plan for implementing the proposed services shall include a detailed schedule indicating how bidder will ensure adherence to their timetables set forth for the final services.

☐ J. **References:**

- 1) Bidders are to provide a list of five (5) current and five (5) former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
- 2) Reference information is to include:
 - Company/Agency name
 - Contact person (name and title), contact person is to be someone directly involved with the services
 - Complete street address
 - Telephone number
 - Type of business
 - Dates of service
- 3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

☐ K. **Bid Form, Exhibit A:**

Prices shall include the cost of everything necessary for fulfillment of the contract requirements.

☐ L. **Evidence of Insurance**

Consultant may not commence work until it has furnished evidence of the insurance required in the Standard Contract to the CAO, and the CAO has approved it, and may not continue to perform any work under the contract if the insurance required therein is no longer in effect.

☐ M. **Other required Submittals/Exhibits not included above that the required in the bid response:**

☐ Exhibit C, Debarment and Suspension Certification.

EXHIBIT C
COUNTY OF CONTRA COSTA

RFP No. 1209-003
for

FEDERAL LEGISLATIVE ADVOCACY SERVICES

DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____