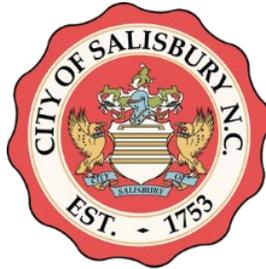


City of Salisbury



Request for Proposals

Federal Lobbying Services

RFP #925-2019

Issue Date:	February 25, 2019
Issued By:	City of Salisbury 132 N. Main Street Salisbury, NC 28144

February 25, 2019

Dear Sir or Madam:

The City of Salisbury, North Carolina, is now accepting Proposals for Federal Lobbying Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP").

A non-mandatory pre-proposal conference call to review the RFP and answer questions regarding Services will be held Monday, March 11 at 3:00 p.m. at the City of Salisbury Office Building, 132 North Main Street, 4th floor. All interested Providers should return a completed Request for Proposals Acknowledgement Form by the date stated in the Schedule of Events on page 9.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Kelly Baker at kbake@salisburync.gov.

All Proposals are must be submitted to the attention of: to Kelly Baker, Administrative Services Director, 132 North Main Street, Salisbury, North Carolina 28144 no later than March 25, 2019 at 2:00 p.m.

One (1) electronic copy of the Proposal on a CD or flash drive in a searchable format such as Microsoft Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer must be submitted in a sealed envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Kelly Baker
[Name of Provider Submitting Proposal]
Federal Lobbying Services
RFP #925-2019

All questions must be directed to Kelly Baker as stated in the instructions. The City is an equal opportunity purchaser.

Sincerely,

Kelly Baker
Administrative Services Director

TABLE OF CONTENTS

1.	Introduction	4
1.1.	Objective.....	4
1.2.	Accuracy of RFP and Related Documents.....	4
1.3.	City’s Rights and Options.....	4
1.4.	Expense of Submittal Preparation.....	5
1.5.	Proposal Conditions.....	5
2.	Procurement Process	9
2.1.	Schedule and Process.....	9
2.2.	Intent to Propose.....	9
2.3.	Interpretations and Addenda.....	9
2.4.	Pre-Proposal Conference.....	10
2.5.	Submission of Proposals.....	10
2.6.	Correction of Errors.....	11
2.7.	Evaluation.....	11
2.8.	Contract Award by Council.....	11
2.9.	Vendor Inclusion.....	11
3.	Scope of Federal Lobbying Services	12
3.1.	General Scope.....	12
3.2.	Company Reporting Requirement.....	13
4.	Proposal Content and Format	14
4.1.	Cover Letter.....	14
4.2.	Proposed Solution.....	14
4.3.	Required Forms.....	14
4.4.	Exceptions to the RFP.....	15
5.	Proposal Evaluation Criteria	16
5.1	Qualifications and Experience.....	16
5.2.	Project Approval/Proposed Solution.....	16
5.3.	Cost Effectiveness and Value.....	16
5.4.	Acceptance of the Terms of the Contract.....	16
	Required Form 1 – Request for Proposals Acknowledgement	17
	Required Form 2 – Addenda Receipt Confirmation	18
	Required Form 3 – Proposal Submission Form	19
	Required Form 4 – Pricing Worksheet	21
	Required Form 5 – Company’s Background Response ...	23
	Required Form 6 – References	24
	ATTACHMENT A – Sample City Contract	25

1. INTRODUCTION

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Provider and proposed Solution will best meet the City's need for Federal Lobbying Services.

1.2. Accuracy of RFP and Related Documents.

Each Provider must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Providers may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Provider identifies potential errors or omissions in this RFP or any other related documents, the Provider should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification is necessary. Each Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in Section 2.

1.3. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.3.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.3.2. To require any Provider to supplement or clarify its Proposal or provide additional information relating to its Proposal;
- 1.3.3. To investigate the qualifications, experience, capabilities, and financial standing of each Provider submitting a Proposal;
- 1.3.4. To waive any defect or irregularity in any Proposal received;
- 1.3.5. To reject any or all Proposals;
- 1.3.6. To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 1.3.7. To award all, none, or any part of the Services and to enter into Contracts with one or more of the responding Providers deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;

- 1.3.8 To discuss and negotiate with any Provider its Proposal terms and conditions, including but not limited to financial terms; and
- 1.3.9 To terminate discussions and negotiations with any Provider at any time and for any reason.

1.4 Expense of Submittal Preparation.

The City accepts no liability, and Providers will have no actionable claims for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.5 Proposal Conditions.

The following terms are applicable to this RFP and the Provider's Proposal.

1.5.1. RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.5.2. Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt by the City, all materials submitted by a Provider (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 *et seq.* ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Provider is governed by N.C. Gen. Stat. §§ 132 and 66-152 *et seq.* If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified.

Any Trade Secrets or PII submitted by a Provider must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information—Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Provider agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Provider agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Provider has designated as a trade secret. The City may disqualify any Provider that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

1.5.3. Amendments to RFP.

If the City amends this RFP, addenda will be posted to the City's website at <http://salisburync.gov/Government/Financial-and-Business-Services/Bids-and-Purchasing>, bid# 925-2019. Providers are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.5.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Provider. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

1.5.5. Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Provider. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

1.5.6. Subcontracting.

The Provider awarded the contract shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

1.5.7. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods

and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Provider regardless of race, color, religion, age, sex, and national origin or disability.

- 1.5.8. Use of City's Name.
No advertising, sales promotion, or other materials of the Provider or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.5.9. Withdrawal for Modification of Proposals.
Providers may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed.
- 1.5.10. No Bribery.
In submitting a response to this RFP, each Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.5.11. Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section and Section 4.4, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Provider's solution, must be described in detail.
- 1.5.11. Fair Trade Certifications.
By submitting a Proposal, the Provider certifies that:
- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
 - Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Provider and will not knowingly be so disclosed prior to the Proposal due date; and

- No attempt has been made or will be made by the Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.5.12. Provider's Obligation to Fully Inform Themselves.

Providers or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Provider's own risk.

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
February 25, 2019	<i>Issuance of RFP.</i> The City issues this RFP.
March 4, 2019	<i>Request for Proposals Acknowledgement.</i> Providers that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax listed in Section 2.3.
March 8, 2019	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Providers are permitted to submit written questions, for purposes of clarifying this RFP in advance, or during the Pre-Proposal Conference.
March 11, 2019	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at 3:00 p.m., at the location or by conference call as indicated in Section 2.4.
March 12, 2019	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 4:00 p.m.
March 25, 2019	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the City Administrative Office, 132 North Main Street.
March 26-29, 2019	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Providers.
April 2, 2019	<i>Contract Award by Council.</i>
April 2, 2019	<i>Services commence.</i> Provider begins providing the Services.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email by **March 4, 2019**, using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Email a copy of the completed and signed form to the email address noted in Section 2.3. The City strongly encourages Providers to submit this form prior to the Pre-Proposal conference but Providers shall not be precluded from submitting a Proposal if they fail to submit this form.

2.3. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the City at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Providers should refrain from

contacting City staff prior to the Proposal deadline. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the City.**

Kelly Baker
Administrative Services Director
City of Salisbury
132 North Main Street
Salisbury, North Carolina 28144
RFP # 925-2019
E-mail: kbake@salisburync.gov

When submitting questions, please reference the RFP page and topic number.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the City will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at

<http://salisburync.gov/Government/Financial-and-Business-Services/Bids-and-Purchasing>, referencing solicitation # 925-2019. Providers are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

2.4. Pre-Proposal Conference.

A **Non-Mandatory** Pre-Proposal Conference will be conducted on **March 11, 2019, at 3:00 p.m.** The meeting will be held at the Salisbury City Office Building, 132 North Main Street, 4th Floor, Salisbury, North Carolina, 28144 or by conference call at 1-510-338-9438, Access code: 626 008 019

While attendance at the Pre-Proposal Conference is not mandatory, all interested Providers are encouraged to attend. If special accommodations are required for attendance, please notify Kelly Baker in advance of the conference date and time identifying the special accommodations required.

2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 2.3 above by **March 25, 2019, on or before but no later than 2:00 p.m.** The original Proposal and digital copy shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Do not arrive at the City Office Building on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Provider further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.7. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Providers. Discussions might be held with individual Providers to determine in greater detail the Provider's qualifications, to explore with the Provider the scope and nature of the required contractual Services, to learn the Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Providers to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Providers will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Provider's best offer for performing the Services described in this RFP.

2.8. Contract Award by Council.

As soon as practical after opening the Proposals, the name of potential Providers will be submitted to the Council for consideration and approval of award and the City Attorney will provide Contract documents to the Provider. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Provider may request that it be released from the Proposal.

2.9. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Providers.

3. SCOPE OF FEDERAL LOBBYING SERVICES.

3.1 General Scope.

The City of Salisbury requires a qualified firm or individual to provide federal lobbying services on behalf of the City to the legislative and executive branches of the federal government. The Provider shall have an office in the Washington, D.C. area. The Provider will actively and continuously lobby Congress and the Administration to assist the City in several key areas, including, but not limited to, the following:

- Environmental quality with particular interest in the City's water resources;
- Housing and community development with particular interest in U.S. Department of Housing and Urban Development and Metropolitan Statistical Area designations;
- Economic development;
- Public safety;
- Public transportation and Transportation Infrastructure;
- Water and sewer;
- Workforce development; and
- Other City Council priorities.

The Provider shall also:

- Act as the representative on behalf of the City to the federal government;
- Confer with the City Manager and City staff on planning and program activity that has a bearing on the City to make the best use of federal programs;
- Maintain a liaison with the City's Congressional delegation and assist the delegation in any matter which the City determines to be in its best interest;
- Establish and maintain working relationships with the executive and legislative branches of the federal government that will enhance the City's position with respect to financial assistance applications, regulatory procedures, legislation, budget authorizations and appropriations, and other area of interest to the City;
- Identify and notify the City in advance of opportunities for grants and funding for the key areas listed above;
- Contact federal agencies on the City's behalf when grant applications are under consideration by such agencies and take whatever steps are necessary to obtain favorable consideration of such applications;
- Review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, federal credit assistance programs, and other federal developments for the purpose of advising the City of items that may have a bearing on the City's policies and programs;
- Represent the City at Washington, D.C. area conferences or meetings as requested;
- Counsel the City regarding appearances by local personnel before Congressional committees and administrative agencies and arrange for appointments and accommodations as necessary;
- Secure and furnish detailed information as may be available on federal issues in which the City indicates an interest;

- Review and comment on proposals of the City, which are being prepared for submission to federal agencies, when requested to do so by the City Project Manager; and
- Assist in establishing and implementing a City federal legislative agenda.

3.2 Provider Reporting Requirements.

The Provider shall provide periodic written reports to the City Project Manager. The format and content of the report will be mutually agreed upon by the City and the Provider.

4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Provider's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- a. Cover letter;
- b. Proposed Solution;
- c. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- d. The "Proposal Submission" set forth in Section 6, Form 3;
- e. The "Pricing Worksheet" set forth in Section 6, Form 4;
- f. The "Background and Experience" form set forth in Section 6, Form 6;
- g. The "References" set forth in Section 6, Form 7; and
- h. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided.

Proposals must also include a CD or flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

4.1 Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Provider along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Provider's understanding of the Project and a summary of the approach to perform the Services.

4.2 Proposed Solution.

Given the purpose of this project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your Provider's project team for providing the Services. Please include resumes of the Provider Project Manager and other key members who will perform the work listed in Section 3.

4.3 Required Forms.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered c through h.

4.4 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.5.11 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a Contract with the Provider that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Provider must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Provider-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Provider's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Provider's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications and Experience;
- b. Project Approach and Proposed Solution;
- c. Cost Effectiveness and Value; and
- d. Acceptance of the Terms of the Contract.

5.1 Qualifications and Experience

Providers will be evaluated on the background and experience information provided in Section 6, Form 5.

5.2 Project Approach/Proposed Solution.

Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Provider's approach for the provision of the Services.

5.3 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

5.4 Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.5.11 and 4.4 of this RFP.

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

RFP # 925-2019

Federal Lobbying Services

The Provider hereby certifies receipt of the Request for Proposals for the City of Salisbury, North Carolina RFP #925-2019, Federal Lobbying Services. This form should be completed upon receipt of the City’s Request for Proposals and faxed in time for the City to receive it by or before **MARCH 25, 2019**. Failure to submit this form by the designated date shall not preclude the Provider from submitting a proposal. Please fax or email the completed Request for Proposals

Acknowledgement Form to the attention of:

Kelly Baker

Administrative Services Director

Email: kbake@salisburync.gov

Date: _____

Authorized Signature: _____

Title: _____

Provider Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal

Indicate number of attendees: _____

We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal

We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal

Reason: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 925-2019

Federal Lobbying Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at <http://salisburync.gov/Government/Financial-and-Business-Services/Bids-and-Purchasing>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Provider Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 925-2019

Federal Lobbying Services

This Proposal is submitted by:

Provider Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Bidder on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Provider further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Provider or terminate any contract awarded on such bid.

- 4. As part of its Proposal, the Provider shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Provider in a legal or administrative proceeding alleging that Provider discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
- 6. It is understood by the Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
- 7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 925-2019

Federal Lobbying Services

Regardless of exceptions taken, Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States Dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that the City will be responsible for.**

For purposes of this RFP, assume an initial term of one (1) year, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

The Provider shall charge the City at the following monthly rate for all Services described in Section 3:

Monthly rate:	\$ _____
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6. REQUIRED FORM 5 – PROVIDER’S BACKGROUND RESPONSE

RFP # 925-2019

Federal Lobbying Services

Providers shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Provider’s legal name	
Provider’s Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	
How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization) to whom you are providing Lobbying Services. Describe your experience lobbying on behalf of local government issues. In particular, describe any experience lobbying for local governments in areas of listed in Section 3.1.	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company, include an organization chart showing the overall organization structure.	
Explain how your company ensures that personnel performing the Services are qualified and proficient.	
Describe your company’s experience working with the major political parties on related contracts.	

7. REQUIRED FORM 6 – REFERENCES

RFP # 925-2019

Federal Lobbying Services

Providers shall complete the form below. The City’s preference is for references from organizations of similar size or where the Provider is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Provider’s performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Email Address	
Reference 5	
Company Name	
Contact Name	
Phone Number	
Email Address	

CONTRACT FOR FEDERAL LOBBYING SERVICES

This contract for federal lobbying services (the "Contract"), made and entered into this _____ day of _____, 2019, by and between the City of Salisbury, a North Carolina municipal corporation, whose principal address is 132 North Main Street, Salisbury, North Carolina (hereinafter referred to as the "City"), and [NAME OF PROVIDER], [TYPE OF ENTITY], whose principal address is _____ (hereinafter referred to as the "Provider") (collectively, the "Parties").

For and in consideration of the mutual promises set forth in the Contract, the Parties do mutually agree as follows:

1. Obligations of Provider.

1.1 Services. Under this Contract, the Provider shall perform the federal lobbying services for the City as stated herein, as well as those stated in the following documents, which are incorporated herein by reference: 1) City of Salisbury, Request for Proposals, Federal Lobbying Services, RFP# 925-2019 ("RFP"); 2) Provider's Proposal in response to the RFP ("Proposal"); 3) [LIST OTHER DOCUMENTS] (collectively, the "Services"). Provider shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of this Contract, and pursuant to the instructions, orders, and directions of the City made in accordance with this Contract.

1.2 Qualifications of Provider. Provider, and all agents or employees of Provider who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, shall possess the necessary skills, experience, and knowledge representing the highest industry standards, and otherwise be legally entitled to perform the services provided.

1.3 Records Maintenance. Provider shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

1.4 Background checks. Prior to starting work under this Contract, Provider is required to conduct a background check on each of its employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check. After starting work under this Contract, the Provider

is required to perform a Background Check for each new employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that Provider will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

Provider must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same. Provider shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of Provider as the City deems appropriate. By operation of the public records law, background checks conducted by the City may be subject to public review upon request.

2. Obligations of the City.

2.1 Compensation. The City agrees to pay Provider on [TYPE OF FEE] basis. The City agrees to pay Provider for the Services at the [AMOUNT OF FEE], as set forth in the RFP, which shall remain unchanged for the duration of the Contract.

2.2 Expenses. Provider's fee shall be inclusive of all costs and expenses, including all reasonable travel expenses to Salisbury. If travel expenses are anticipated to exceed more than \$5,000 in a year, Provider may ask the City in advance of incurring the travel expenses to pay for additional expenses, but the City is under no obligation to approve these travel expense requests. Any approval of expenses must be in writing and signed by the City. The Parties acknowledge that the additional expenses apply only to the Services covered by this Contract, and that the Provider shall not be permitted to request payment from the City for additional expenses related to services not performed under this Contract.

3. Force majeure. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

4. Term. The Services will be provided for an initial term of one year from the effective date unless sooner terminated as herein provided. The City shall have the right to unilaterally renew the Contract under the same terms for two (2) consecutive one (1) year terms.
5. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the City, be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will provide a prorated payment for all services performed as of the date of termination.
6. Termination for Default by Either Party.
 - 6.1 By giving written notice to the other Party, either Party may terminate the Contract upon the occurrence of one or more of the following events:
 - The other Party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other Party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - The other Party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
 - The other Party ceases to do business, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such Party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other Party's assets or properties.
 - 6.2 Any notice of default shall identify this Section of the Contract and shall state the Party's intent to terminate the Contract if the default is not cured within the specified period.
 - 6.3 Notwithstanding anything contained herein to the contrary, upon termination of this Contract by Provider for default, Provider shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the

Provider's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

7. Terms and Methods of Payment. Unless otherwise agreed to in writing and signed by both Parties, Provider shall provide the City with monthly invoice(s) itemized by services provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Provider within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to [INSERT NAME AND ADDRESS], for review and approval.
8. Contract Funding. It is understood and agreed between Provider and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Provider agrees to maintain during the life of this Contract, with an insurance Provider rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the City of Salisbury Risk Manager, the following insurance: \$1,000,000 in commercial general liability, \$1,000,000 in automobile liability, \$1,000,000 in Errors and Omissions liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Salisbury, a North Carolina municipal corporation" shall be named by endorsement as an additional insured on the commercial general liability policy. Certificates of such insurance shall be furnished by Provider to the City and shall contain an endorsement to provide the City at least thirty (30) days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring and Auditing. Provider shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Provider shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider or other Personally Identifiable Information protected by law and accessed during an audit conducted under this Contract.

12. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition.
13. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract.
- 13.1 E-Verify. Provider represents that it is authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- 13.2 Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
- 13.3 Confidential information. Upon receipt by the City, all materials submitted by Provider are considered public records except for (1) material that qualifies as “trade secret” information under N.C. Gen. Stat. § 66-152 *et seq.* (“Trade Secrets”) or (2) “personal identification information” protected by state or federal law which includes, but is not limited to, social security numbers, bank account numbers, and driver’s license numbers (“Personal Identification Information” or “PII”). The public disclosure of the contents of a Proposal or other materials submitted by Provider is governed by N.C. Gen. Stat. §§ 132-1 *et seq.* and 66-152 *et seq.* If any Proposal or materials received thereafter contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in writing at the top of such materials, either “Confidential—Trade Secret” or “Confidential—PII.” Any Trade Secrets or PII provided by Provider to the City must be clearly segregated any other materials provided to the City. Whether submitted in hard copy or electronic format, the confidentiality label stated above must appear on each page of the Trade Secret or PII materials. Provider agrees that the City may reveal any Trade Secret materials and PII contained in its Proposal to all City staff or City officials involved in the performance of the Contract. Furthermore, Provider agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Provider has designated as a trade secret.

14. Indemnification. To the maximum extent allowed by law, Provider shall indemnify and hold harmless the City and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The Parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. This clause shall survive the termination of the Contract, whether by termination according for cause or convenience or by expiration of the Contract term, including any renewal term(s).
15. Relationship of Parties. Provider shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture, nor shall any employee of Provider be construed as an employee, agent, or principal of the City.
16. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Salisbury City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial and Business Services departments. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Provider.
17. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
18. Amendments in writing. This Contract may be amended only in writing and signed by both Parties.
19. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
20. Entire agreement. This Contract, including any document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the Parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this Contract. To the extent there may be any

conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

21. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:

- a. Exhibit A: City of Salisbury, Request for Proposals, Federal Lobbying Services, RFP# 925-2019 (“RFP”)
- b. Exhibit B: Provider’s Proposal in Response to RFP (“Proposal”)
- c. Exhibit C: [OTHER EXHIBITS]

22. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

23. Notices. Any notice required by this Contract shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Provider:

For the City:

Kelly Baker
 Administrative Services Director
 132 North Main Street
 Salisbury, NC 28144
 PHONE: 704-336-5223
 FAX: 704-638-8501
kbake@salisburync.gov

With Copy To (Provider):

With Copy To (City):

Graham Corriher
 City Attorney’s Office
 132 North Main Street
 Salisbury, NC 28144
 PHONE: (704) 638-5309
graham.corriher@salisburync.gov

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it shall become effective.

24. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same

validity and force as an “original.”

25. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first indicated above.

CITY OF SALISBURY

PROVIDER

BY: _____

TITLE: _____

DATE: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
