# ADVERTISEMENT REQUEST FOR PROPOSALS FOR LEGISLATIVE LOBBYIST FOR THE CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the City Clerk's Office, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 until 4:00 P.M. (local time) on February 22<sup>nd</sup>, 2011 for legislative lobbyist for the City of Grand Island, NE. Proposals received after the specified time will be returned unopened to sender.

Proposals must be based on the City's Request for Proposals.

The award winning proposal will be required to comply with the City's insurance requirements and policies regarding equal employment and discrimination.

Proposals will be evaluated based upon price, relevant experience, and ability to perform the services requested by the City. Proposals shall remain firm for a period of one hundred twenty (120) days after proposal due date. The City of Grand Island reserves the right to refuse any or all proposals, to waive technicalities, and to accept whichever proposal, or part thereof, that may be in the best interest of the City, at its sole discretion.

RaNae Edwards, City Clerk



#### REQUEST FOR PROPOSALS

By the City of Grand Island Administrator's Office

For a Legislative Lobbyist

#### Introduction:

The City of Grand Island, Administrator's Office, requests proposals from lobbying firms or individuals for providing lobbying services that specifically address the representation of the City of Grand Island's interests in the legislative process. Upon review of proposals received in response to this Request for Proposals (RFP), the City of Grand Island Administrator's Office anticipates awarding a single agreement for the services required.

Proposals will be scored on the following criteria:

- 1. Experience on similar projects and prior testimony at public hearings
- 2. Qualifications and ability to facilitate meetings with legislators
- 3. References
- 4. Proposed schedule and availability to city staff and officials
- 5. Proposed cost

# **Project Description:**

The City of Grand Island is seeking a lobbyist to represent the City's interests on issues that are/may come before the Nebraska Legislature. The selected lobbyist will be expected to perform the entire scope of services, including, but not limited to:

- Tracking and prioritizing of legislation
- Attending legislative hearings
- Developing arguments, defining issues, and shaping public debates before the Nebraska Legislature regarding legislation affecting Grand Island's interests
- · Daily monitoring of legislative actions
- Meeting with legislators to communicate Grand Island's point of view before votes, preferably early in bill process

- Meeting with and Communicating with City staff and officials
- Keeping the City informed of intended Legislative policy changes and predicting eventual direction
- Managing relationships with coalitions and other groups with similar interests as Grand Island
- Creating a successful lobbying strategy through aptitude, creative problemsolving, strong communications skills, and concrete experience gained over multiple lobbying campaigns

The purpose of the lobbying position is to ensure the City of Grand Island's interests are represented to the Nebraska Legislature.

### **Proposed Format:**

A written proposal must be submitted with the required information outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. If the proposal is not complete, it will not be considered for evaluation. Submit **five (5) paper copies** to the City Clerk at the address provided in this RFP document.

## **Proposal Content:**

The written proposal should provide background information about the lobbyist, experience with related projects and clients. It should cover the experience of the lobbyist and/or firm, as well as any consultant, staff, subcontractors, or other principals. For the purposes of the RFP, the term "lobbyist" shall refer to the prime respondent of this RFP, or in other words, the lobbyist with whom the City of Grand Island will enter into an agreement.

Specifically, the proposal should address the following information:

- 1: Lobbying firm profile listing: name, address, telephone number, fax number, email address, web address, primary contact name and contact information if different from the firm name, year established and number of staff.
- 2: Information about the overall makeup of the firm/individual, including: the identity of all key personnel, a description of their respective responsibilities and duties, and experience with this type of project.
- 3: Summary of no more than three (3) similar or relevant projects for which the lobbyist was retained during the past 3 years. Each project should include the following:
  - a. Description of the project and year completed
  - b. Degree of involvement (principals, staff, subcontractors, and/or consultant)
  - c. Project references including names and contact information

- d. Population of community or size of organization for which lobbying was completed
- 4: Current workload and ability to perform work for this project given the proposed timeline.
- Approach Including additional relevant experience, effectiveness on similar projects, prior testimony at public hearings, and ability to facilitate meetings with legislators
- 6. Proposed schedule and availability to city staff and officials
- 7. Proposed cost
- 8: Provide a sample of proposed contract terms and conditions for review by the City.
- 9: Additional information the respondent believes to be relevant to the selection efforts of the City of Grand Island.

#### **Project Schedule:**

2011 Nebraska State Legislative Session

# **Contract Negotiations**

An evaluation committee will rank the proposals and interviews will be scheduled accordingly. The City will attempt to negotiate an agreement with the highest ranked proposer. If a satisfactory agreement cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate an agreement with the next highest proposer.

#### Submittals:

Proposals must be at the Grand Island City Clerk's office no later than 4:00 P.M. (local time) on February 22<sup>nd</sup>, 2011 Please provide 5 paper copies of your proposal in a sealed envelope clearly marked on the exterior as containing "Proposal for Legislative Lobbyist".

Submit proposals to:

RaNae Edwards, City Clerk

City of Grand Island

PO Box 1968 100 East First St.

Grand Island, NE 68801

Questions or requests for information may be directed to: Mary Lou Brown, Interim City Administrator, 100 East First Street, Grand Island, NE 68802 (308) 385-5444 Ext. 140 or 169

Proposals must remain firm for one hundred twenty (120) days from proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to select the proposal that is deemed to be in the City's best interest, at its sole discretion.

#### **General Comments:**

- 1: Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.
- 2: All responses, inquiries or correspondence relating to this RFP will become the property of Grand Island.
- 3. GRATUITIES AND KICKBACKS. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf.
- 4. EQUAL EMPLOYMENT AND NON-DISCRIMINATION. The City is an Equal Opportunity agency. It is the intent of the successful Proposer provide equal employment opportunity in its employment practices for all persons and will not discriminate on the basis of face, color, religion, sex, age or national origin, or against any qualified handicapped/disabled individual. This same policy of non-discrimination will be practiced throughout the entire contract as pertains to the treatment of its volunteers and in dealing with all customers.
- 5. Proposer will keep and maintain the minimum insurance requirements for City vendors and maintain workers compensation coverage for proposer's employees.
- 6. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>. It is understood and agreed that if any portion of this agreement will be performed in a future fiscal year it is contingent upon the City Council adopting budget statements and appropriations

sufficient to fund such performance. The City reserves the right to cancel the contract for the City's convenience. In that event, the contractor will be paid for good's and services actually performed and provided at the time of cancellation.

# MINIMUM INSURANCE REQUIREMENTS CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

#### 1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation Employers Liability Statutory Limits \$100,000 each accident \$100,000 each employee \$500,000 policy limit

#### 2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage

\$500,000 Combined Single Limit

#### 3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage

\$ 500,000 each occurrence \$1,000,000 aggregate

#### 4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage

\$1,000,000 each occurrence \$1,000,000 general aggregate

#### **5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

#### 6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.