

REQUEST FOR PROPOSAL

Grant Seeking, Grant Writing, and Lobbying Services

For

CITY OF LEMOORE, CALIFORNIA

June 4, 2013



I. GENERAL

A. INTRODUCTION

The City of Lemoore ("City") is accepting proposals for grant seeking, grant writing, and lobbying services. The City is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the City to maximize the benefits of grant funding.

The services noted may be fulfilled by one individual or firm, or a combination of different providers with specific qualifications for the various responsibilities to be fulfilled. Grant funds would assist the City of Lemoore to provide:

- Funding that will help various City departments to reach their goals
- Funding opportunities for activities that would otherwise be financed by the General Fund
- Funds to cover one-time costs versus ongoing operational costs
- Funding opportunities to departments that would not be able to respond in a timely manner due to lack of staff, grant writing expertise, or workload constraints
- Funding for collaborative efforts with multiple departments, agencies, community-based organizations and/or other jurisdictions
- Opportunities to leverage significant additional resources

Lobbying Services would assist the City of Lemoore in being a voice in legislative circles to speak for the community and keep the City visible.

B. SUBMITTAL LOCATION, CLOSING DATE, AND TIME

Proposals will not be received after the "closing" date and time indicated. Faxed or e-mail proposals will not be accepted.

Submittal Closing: June ?????, 2013 at 5:00 p.m.

Location: City Manager's Office
119 Fox Street
Lemoore, CA 93245

C. INQUIRIES

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than ten (10) days before the proposal due date to allow a reply to each prospective Proposer before the proposal submission date. In order to receive such materials, Proposers must submit a request in writing to the individual identified below. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information given to a prospective Proposer will be furnished promptly as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

JP Prichard, Administrative Analyst
119 Fox Street
Lemoore, CA 93245
Phone: (559) 924-6700
Fax: (559) 924-9003
Email: jprichard@lemoore.com

Please reference "Request for Proposal – Grant Writing" when contacting the City regarding this solicitation. The City of Lemoore Website, <http://www.lemoore.com>, will contain a copy of this document as well as a summary of any/all applicable addenda.

D. SELECTION CRITERIA

Selection among the proposals received will be based upon the following criteria:

1. Proposer's experience related to the grant process as noted in "Scope of Work" page 4
2. Proposer's qualifications (résumés included) of key personnel that would be working on behalf of the City of Lemoore. Please list all public clients for whom you or your firm currently provide services either under a fee for services or a retainer basis
3. Proposer's capability to respond quickly on an as needed basis by working with the City of Lemoore staff to meet deadlines and to operate in an effective and efficient manner
4. Proposer's ability to have adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract
5. Proposer's ability to stay current on the grant opportunities available and operate in the best interests of the City
6. Proposer's ability to obtain and maintain a current City Business License

E. NON-DISCRIMINATION

The City of Lemoore hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed or national origin when reviewing the proposals for award of contract.

II. TERMS AND CONDITIONS

NOTE: IT IS THE OFFERER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

A. WAITING PERIOD

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days from the due date of the proposal until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. INSURANCE

In order to protect the City of Lemoore from any liability based on the provider's work for the City we will require a certification for proof of insurance prior to the commencement of services. During the term of this Contract, the provider shall maintain at their sole expense, the following insurance.

Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California.
4. Professional Liability, and Errors and Omissions Insurance with a limit not less than \$1,000,000.

Acceptability of Insurers:

All insurance is to be placed with insurers with a Bests rating of no less than A: VII, and who are admitted Insurers in the State of California.

Verification of Coverage:

Firm shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by the City for themselves prior to commencing work or within fourteen (14) days of notification of award of contract; whichever is shorter.

Submittal of Certificates:

Submittal of the required certificates and endorsements are to be made to the attention of the following:

JP Prichard, Administrative Analyst
City of Lemoore

C. PROPOSAL PREPARATION COSTS

The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

D. WITHDRAWAL OF PROPOSAL BEFORE CLOSING

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the Proposal null and void. Withdrawal of proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).

E. PROPOSAL SUBMITTAL

All Proposers shall complete and return one (1) original and four (4) copies of their proposal. Any proposal found to be illegible or incomplete shall not be considered for selection. Whether sent by courier, mail, or by means of personal delivery, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. E-mailed proposals will not be accepted.

F. PROPOSAL ACCEPTANCE

The City of Lemoore reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City may interview elected proposers. The City of Lemoore further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City.

G. COMPENSATION

The proposed compensation may be in whatever format suits the Proposer (hourly rate, flat rate, percentage of award, etc.). Please state amounts for lobbying services separately.

H. SCOPE OF WORK

Please describe how you propose to provide services to the City to meet the following objectives:

- Meetings with City department heads to review priorities and funding needs
- Facilitation of department decision-making processes regarding the feasibility of pursuing potential grant opportunities
- Facilitation of partnership meetings on grant submissions
- Development of requested proposals/applications
- Assist in gathering grant-related information
- Estimate of City department(s) commitment if grant is received
- Proposal writing
- Proposal submission
- Follow up after proposal submission
- Assist with contract or material development or reporting once grant is awarded

Please note that a proposal may not be all-inclusive with respect to funding types and/or sources. For example, a Proposer may limit their proposal to a certain types of grants (such as those for specific types of projects or those that are Federally-funded) or those awarded through certain agencies (such as Housing and Urban Development or the California Department of Transportation, etc).

Additionally, Proposers should indicate any specific limits or restrictions to the services that are to be provided, or any circumstances that would necessitate the withdrawal of their proposal from consideration. For example, a Proposer may only wish to be considered if it is the only firm that will be providing grant seeking, grant writing, or lobbying services to the City.

I. PROPOSAL FEE

1. Be advised that, at any time, the City may require the Proposer to further itemize and detail components of any or all proposal fees, invoices, etc.; e.g., labor, materials, sales tax, etc.
2. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the City and the Proposer.

J. PUBLIC RECORD

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and be made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

K. CONTRACT EXECUTION

Upon selection, the Proposer shall prepare and cause to be executed between both parties, after final review of the City Attorney, a Professional Services Agreement with the City for Grant Writing/Lobbying Services.

L. BUSINESS LICENSE

The professional services provider, and any subconsultant(s), shall obtain a valid, current City of Lemoore Business License on or before their commencement of work.

M. PROFESSIONAL LICENSING

The professional services provider, and any subconsultant(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such form as the City shall require.

N. INDEMNIFICATION

As appropriate, indemnification provisions will be incorporated in the Professional Services Agreement which will be executed between the provider selected for the services and the City.

O. FEDERAL, STATE, AND LOCAL LAWS

The selected provider shall comply with all applicable federal, state, and local laws, rules, and regulations.

P. RETENTION OF AND ACCESS TO RECORDS

At all reasonable times during the term of this contract and for a minimum of three years following final settlement, the City of Lemoore, and any designated representative shall have access to all records related to work performed under this contract and the attorney/law firm and all subcontractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

Q. DRUG-FREE WORK PLACE REQUIREMENTS

The provider and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

R. AMERICANS WITH DISABILITIES

The provider and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

S. CONFLICT OF INTEREST

No official, officer, or employee of the City of Lemoore or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds hereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City of Lemoore has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Lemoore, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.