CITY OF MONROE
ADMINISTRATION DEPARTMENT

REQUEST FOR PROPOSAL
STATE LOBBYIST/PUBLIC AFFAIRS REPRESENTATIVE

<table>
<thead>
<tr>
<th>SOLICITATION NUMBER</th>
<th>RELEASE DATE</th>
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<tr>
<td>RFP 2015-01</td>
<td>August 19, 2015</td>
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<tr>
<th>CLOSING DATE AND TIME</th>
<th>SUBMITTAL CONTACT</th>
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<tr>
<td>September 18, 2015; 4:00 pm</td>
<td>City Clerk, Elizabeth Smoot</td>
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<tr>
<th>SUBMITTAL REQUIREMENT</th>
<th>SUBMITTAL EMAIL</th>
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<tr>
<td>EMAIL COMPLETE PROPOSAL</td>
<td><a href="mailto:esmoot@monroewa.gov">esmoot@monroewa.gov</a></td>
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PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The City of Monroe is requesting that qualified firms submit proposals to represent the City on legislative issues during the 2016 State Legislative Session in Olympia.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

I. Background

The City of Monroe (population 17,660), incorporated in 1902 is located in western Washington at the confluence of United States Route 2, State Route 522 and State Route 203 in Snohomish County. The City is a noncharter code city operating according to Chapter 35A.12 RCW Mayor-Council (Ord. 022/2004; Ord. 794, 1985).

II. Scope of Services

The City of Monroe (“City”) is soliciting proposals from qualified consultants/firms/individuals (“consultant”) to represent the City of Monroe on legislative issues in year 2016 with a primary focus during the 2016 State Legislative Session in Olympia.
It is anticipated that the duration of this scope of work will be in advance of and throughout the 2016 legislative session and the period during which the Governor may take action on bills passed during the session. The following is to be used as a general guide, and is not intended to be a complete list of all work necessary to complete any efforts:

A. Consultant will register as the City’s lobbyist with the Public Disclosure Commission;
B. Identify State legislation and legislative proposals that may impact the City;
C. Identify proposed State regulatory changes that may impact the City;
D. Work with the City’s Mayor and City Council to develop a holistic legislative agenda;
E. Develop and lobby for Transportation and Capital Budget funding requests identified by the Monroe City Council;
F. Meet with legislators year round to promote City legislative agenda items;
G. Attend all relevant legislative hearings;
H. Lobby the Legislature on all issues developed under the legislative program;
I. Lobby defensively on legislation that is introduced that would negatively impact the City;
J. Provide the City with a weekly legislative report during the legislative session that includes weekly hearing schedules and a summary of bills important to the City. Identify legislation that would impact the City of Monroe specifically;
K. Provide the City with real-time updated bill tracking that can be accessed via the web;
L. Work with the City Clerk’s Office in arranging lobbying visits to Olympia for the Mayor, City Council and appropriate staff.
M. Direct contact and communication with associations and other special interest groups, including but not limited to the Association of Washington Cities and other associations that may have similar interests or interests that conflict with those of the City;
N. Drafting letters and talking points on legislation as necessary;
O. Testifying on the behalf of the City at hearings before legislation and interim legislative committees; and
P. Maintain close working relationships with the City Administrator and designated members of City Staff.

III. Contract Duration
The duration of the contract shall be for one (1) year after the award. The contract will afford the opportunity for two – one year extensions upon mutual written agreement. Any plan review already underway at the end of the contract date will be completed at the expiring contract’s rate of compensation.

IV. Proposal Outline
The City requires that the proposal be submitted in the format outlined in this section. The City reserves the right to require additional information or materials after the proposals are submitted. The proposal should be signed by one of the firm’s legally authorized officers.

Summary:
A. Provide a general overview of how the requested services will be provided.
B. Include management team and qualifications of key staff that would be working with the City. Names and qualifications of key personnel who will be responsible for conducting plan reviews as well as the point of contact, including registrations and certifications.
C. A summary of relevant experience in the last five (5) years; specifically, please describe the outcome of lobbying efforts you conducted.

D. A complete list of current clients and those served during the twelve (12) months preceding the submission date and a declaration of any potential incompatibility or conflicts of interest between those clients and the City of Monroe.

References: Include a list of three public agencies for which you provide similar services as references, that the City may contact.

Compensation:
A. Please present detailed information on the firm’s proposed fee schedule in three separate areas: (1) the lobbyist work at the State and Regional level, (2) the outreach and governmental relationships with other organizations, including Federal representatives, and (3) and any variation for non-routine services including your definition and examples of such tasks, inclusive of applicable sales tax, and any other applicable governmental charges. Please identify fixed costs and variable costs and the applications, and how costs are adjusted according to that classification.

B. Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the City Administrator, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

Insurance Requirements: The consultant shall maintain insurance that is sufficient to protect the consultant’s business and the City of Monroe against all applicable risks. Please note current or proposed insurance coverage’s in submittal.

Record Keeping: The City of Monroe follows the Washington State Retention Schedule for public records. Provide an example, or description, of your records management strategy.

Additional Information: Any additional information you deem necessary.

V. Terms and Conditions
A. Consultant Costs - The City shall not be liable for any costs incurred by the consultant in preparing or submitting a proposal to the City. Proposals should be prepared simply and economically, providing a straightforward, concise description of consultant’s capabilities to satisfy the requirements of the proposal.

B. Oral Presentation - The City, at its sole discretion, may ask the consultant to make an oral presentation at city facilities without charge to the City.

C. Addenda to the RFP - In the event that it becomes necessary to revise any part of this Request for Proposals, addenda will be provided.
D. **Evaluation of Proposals** - Proposals will be evaluated based on the factors listed below. The City reserves the right to reject any and all proposals and to waive informalities in the proposal process. The City does not intend to enter into an agreement solely on the basis of a submitted proposal or otherwise pay for the information solicited or obtained. Subsequent procurement, if any, will be in accordance with appropriate City contractual action. Noncompliance with any condition of this proposal may result in a recommendation to the City Council that the consultant be disqualified.

**Selection Criteria**
Selection will be made by the Monroe City Council following interviews and grading using the attached evaluation sheet. Selected lobbyist will be required to execute the City’s standard professional services agreement which will include without limitation the following provisions:

1. **Indemnification** – The consultant shall agree to defend, indemnify, and hold harmless the City, its officials, officers, employees, agents and volunteers from any and all claims, actions, judgments, losses, costs (including personnel related costs, reasonable attorney’s fees and all other claim related expenses) and damages whatsoever, including but not limited to claims made upon the city arising by reason of accident, injury, or death to any person, to consultants or to consultant’s agents, employees, servants and all subcontractors or by reason of injury to property arising out of or in connection with work performed under the contract, except upon a finding of a tier of fact that such loss was caused by the sole negligence of the city. This promise of indemnity shall specifically apply in the case of injuries to consultant’s own employees.

2. **Insurance** - The consultant shall procure and maintain for the duration of this agreement insurance of the types and in the amounts required by the City against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the vendor, its agents, representatives, employees, sub consultants, or subcontractors.

3. **Independent Contractor** - The parties intend that an independent contractor-client relationship will be created by their relationship. The City is interested only in the results to be achieved, and conduct and control of the work will lie solely with the consultant. The consultant is not to be considered an agent or employee of the City for any purpose, and the employees of the consultant are not entitled to any of the benefits that the City provides for its employees. The consultant understands that the city does not intend to use the consultant’s services exclusively. The consultant is also free to contract for similar services to be performed for other parties while under contract with the City. The consultant will be solely and entirely responsible for his or her acts and the acts of the consultant’s agents, employees, servants, and all subcontractors during the performance of the contract.

4. **Rejection of Proposals** – The City of Monroe reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposals does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the Request for Proposals does not obligate the City to accept or contract for any expressed or implied services.