

NOTICE TO VENDORS

The Maine County Commissioner Association (MCCA) is requesting RFQ/RFP (Request for Qualifications/Request for Proposal) submittals for State Lobbying Services. The requirements for submitting a quotation are stated in the form. Presently, the MCCA represents 15 of the 16 Maine counties; Franklin County is excluded from these services. Quotations endorsed **State Lobbying Services** to be furnished to the MCCA will be received by its Administrator at 4 Gabriel Drive, Suite 2, Augusta, Maine until **12:00 pm, August 13th**. The MCCA reserves the right to reject any or all quotations. Office telephone 207-623-4697.

This RFQ/RFP outlines a description of the services sought and the documents, interested entities or individuals will be required to submit as one (1) electronic copy of the Proposal on a CD or flash drive in PDF and one (1) original Proposal signed in ink by an Entity official authorized to make a legal and binding offer. The RFQ/RFP must be submitted in a sealed box or opaque envelope plainly marked as follows:

Request for RFQ/RFP
Attention: Lauren Haven, Administrator
RFQ/RFP - State Lobbying Services

It is the intent of the MCCA to select a single Entity, firm or individual, to accomplish all the services outlined in this Quotation. RFQ/RFP questions must be written and directed to Lauren Haven electronically at lauren.haven@mainecounties.org or by phone 207-623-4697.

SECTION ONE: INSTRUCTIONS TO VENDORS

1.1 READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFQ/RFP document.

1.2 LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

1.3 ACCEPTANCE AND REJECTION: The MCCA reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

1.4 WITHDRAWAL OF PROPOSAL: No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the MCCA Administrator.

1.5 CONFLICT OF INTEREST: Each bidder shall affirm that no official or employee of the MCCA is directly or indirectly interested in this proposal for any reason of personal gain.

1.6 EQUAL EMPLOYMENT OPPORTUNITY: The MCCA respects an Equal Employment Opportunity Clause, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; by submitting a quotation, the entity is attesting that they are an Equal Opportunity Employer.

1.7 SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM: It is the policy of the MCCA to provide small and local businesses equal opportunity for participating in all aspects of County contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the MCCA respects a Small, Local, Business Enterprise (SLBE) Plan and subsequent program.

All entities submitting bids agree to utilize small and local suppliers and service providers whenever possible.

1.8 REHABILITATION ACT AND ADA: Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

1.9 TAXES: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the MCCA is exempt.

1.10 MCCA RIGHTS AND OPTIONS: The MCCA, at its sole discretion, reserves the following rights:

- 1.10.1** To supplement, amend, substitute or otherwise modify this RFQ/RFP at any time.
- 1.10.2** To cancel this RFQ/RFP with or without the substitution of another RFQ/RFP.
- 1.10.3** To take any action affecting this RFQ/RFP, its process, or the Services subject to this RFQ/RFP that would be in the best interests of the MCCA.
- 1.10.4** To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
- 1.10.5** To require one or more Service Providers to supplement, clarify or provide additional information in order for the MCCA to evaluate the Responses submitted.
- 1.10.6** To negotiate a contract with a Service Provider based on the information provided in response to this RFQ/RFP

1.11 PUBLIC RECORDS: Any material submitted in response to this RFQ/RFP will become a “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFQ/RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The MCCA reserves the right to make all final determination(s) of the applicability.

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

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

1.13 EXPENSE OF SUBMITTAL PREPARATION: The MCCA accepts no liability, and Entities 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, evaluation interviews, contract negotiations, or activities required for contract execution.

1.14 PROPOSAL BINDING: This proposal is binding for a period of ninety (90) days

SECTION TWO: GENERAL TERMS AND CONDITIONS

2.1 NON-DISCRIMINATION: The MCCA does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the MCCA are expected to fully comply with the intent of the law.

2.2 NON-COLLUSION: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or Entity engaged in the same line of business or commerce, or any other fraudulent act punishable under Maine or United States law.

2.3 PAYMENT TERMS: The MCCA agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The MCCA does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason.

2.4 GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of Maine.

2.5 SERVICES PERFORMED: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the MCCA, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

2.6 INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the MCCA and as such, Seller, his or her agents and employees shall not be entitled to any MCCA employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

2.7 VERBAL AGREEMENT: The MCCA will not be bound by any verbal agreements.

2.8 INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; MCCA, Augusta, Maine shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of Maine and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

SECTION THREE: PROCUREMENT PROCESS 3.1 SCHEDULE AND PROCESS

The following chart shows the schedule of events for the conduct of this RFQ/RFP. The key events and deadlines for this process are as follows:

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Upon review of the RFQ/RFP documents, entities may have questions to clarify or interpret the RFQ/RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the below due date.

Written questions shall be emailed to lauren.haven@mainecounties.org by the date and time specified below. The email subject line must be as follows: “Questions RFQ/RFP – State Lobbying Services.”

Responses will be posted in the form of an addendum to the RFQ/RFP on the MCCA’s website at <https://www.mainecounties.org/lobbying-rfp.html>. No information, instruction or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFQ/RFP, shall be considered authoritative or binding.

No contact regarding this RFQ/RFP will be allowed between Proposers or potential Proposers and employees of the MCCA staff after issuance of the RFQ/RFP with the exception of the MCCA contact person named on the cover page. Any such contact may disqualify a entity from further consideration. Requests for clarification from Proposers will be allowed provided that such requests are made through the MCCA Administrator.

Event	Date (2020) and Time
Issuance of RFQ/RFP	Friday, July 10 th
Deadline to submit questions	Thursday, July 23 rd
Answers to questions provided	Thursday, July 30 th at 12:00 PM
Proposal Due	Thursday, August 13 th at 12:00 p.m.

3.2 PROPOSAL SUBMITTAL:

One (1) signed, executed copy and one (1) digital copy of the proposal on a flash drive or CD in Word format submitted in a sealed envelope shall be received as shown on the schedule above.

All proposals should be clearly marked on the outside of the package with the Vendor's name:
Mailing & Hand Delivery Address: Maine County Commissioners Association, 4 Gabriel Drive,
Augusta, Maine 04330

Attn: Lauren Haven, Administrator, RFQ/RFP – State Lobbying Services

PLEASE NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE THAT PROPOSALS ARE RECEIVED BY MCCA ADMINISTRATOR BY THE STATED DAY and TIME. No late proposals will be accepted.

All proposals must be signed by an authorized official of the entity. The vendor shall insert the required responses and supply all the information, as requested. The prices inserted shall be net and shall be the full cost, including all factors whatsoever.

SECTION FOUR: SCOPE OF STATE LOBBYING SERVICES

The MCCA requires an Entity to lobby the Maine Legislature on its behalf. The MCCA is searching for an Entity (individual or firm) to perform these Services starting in October and extending for the remainder of 2020, and then providing regular lobbying services for the 2021 Legislative Session. The MCCA will evaluate the work of the Entity and decide whether to extend the engagement into future sessions. The Entity shall work under the direction of the MCCA legislative Committee reporting to its Chair and the President of the MCCA.

The Entity will actively and continuously lobby the Maine government to assist the MCCA in several key areas including, but not limited to, the following:

- Public safety, Law enforcement and Jails
- Registry of Probate and Deeds
- Emergency Management
- Public Labor Policies
- Tax policies
- Telecommunications and broadband
- Economic development
- Unorganized Territories
- Planning and land use
- Other MCCA Board priorities.

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The Entity shall also:

- Maintain liaison with the leadership of the Legislature
- Assist with County Delegation Meetings
- Facilitate relationships between state officials and MCCA representatives
- Review state executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations, and other developments for the purpose of advising the MCCA of issues that may have a bearing on the MCCA's policies and programs
- Identify and aggressively act to obtain funding for the MCCA, including grant opportunities in addition to seeking direct appropriations that may be available for the MCCA
- Develop briefing materials and talking points (may include written testimony) for Legislative meetings and discussions with state officials
- Review on a continuing basis all existing and proposed state policies, programs, and legislation. Identify those issues that may affect the MCCA or its citizens, and regularly inform the MCCA on these matters. Provide legislative expertise and consulting services
- Alert the MCCA to potential new opportunities that will further the MCCA's interests and to posing threats that could negatively impact the MCCA's interest
- Provide written monthly updates and quarterly status reports on the entity's achievements as they relate to the goals and objectives set forth in the MCCA's legislative programs
- Confer with the MCCA's Legislative Committee Chair and Executive Corp on preparation and implementation of legislative agendas

SECTION FIVE: CONTRACT TERM

The term for any contract resulting from this quotation (RFQ/RFP) is for one (1) year. The contract may be extended for as many as four (4) additional twelve (12) month periods, for a total of five years, provided that both parties agree and funds are made available for this purpose.

SECTION SIX: PROPOSAL CONTENT AND FORMAT

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

- 1. Cover letter;**
- 2. Approach to providing lobbying services and accomplishing the required scope of work;**
- 3. Qualifications including background and experience;**
- 4. Past and current clients;**
- 5. Pricing**

Entities are required to organize the information requested in this RFQ/RFP in accordance with the format and instructions outlines above and detailed below. Failure to do so may result in the MCCA, at its sole discretion, deeming the Proposal non-responsive.

All Proposals must be:

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- No greater than five (5) pages, single-sided, single spaced
- Printed on 8 1/2" x 11" paper with standard text no smaller than eleven (11) points
- Unless necessary, all Proposal originals should minimize or eliminate use of non-recyclable or non-reusable materials such as 3- ring binders, plastic report covers, plastic dividers, and vinyl sleeves

6.1 Proposal Content:

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 Entity along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the MCCA. The cover letter shall present the Entity's understanding of the Project and a summary of the approach to perform the Services. All addenda must be acknowledged in this letter.

2. Approach to providing lobbying services and accomplishing the required scope of work

For each component of the Scope of Work described in Section Four, state how your Entity plans to provide the best approach to meeting stated goals. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your Entity's team for providing Lobbying Services. Identify any sub-consultants who would be retained to provide services and the percentage of work assigned. How many lobbyists would be assigned to the MCCA?

3. Qualifications including background and experience

How many years has your Entity been in business? Provide a brief overview and history of your Entity. Describe your experience lobbying on behalf of local government issues, particularly those issues listed in the Scope of Services. Describe your entity's experience lobbying and/or employment with the State of Maine Legislature. Describe your working relationship with members of both political parties. Are you a registered Maine Lobbyists? Also, disclose any litigation that your Entity has been involved with during the past three (3) years for Lobbying Services.

4. Past and current clients

Provide a listing of current and past public sector (cities or counties) clients and the general services provided. Identify clients that are similar to the MCCA (e.g.: in size, complexity, location). Provide contact information (i.e.: name, phone number, email address) for those that will serve as a reference.

5. Pricing

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Provide a detailed fee schedule of expenses. Express your administrative fee in a lump sum payable monthly over the course of the year. Expenses not specifically listed will not be considered.

All Proposals must include a maximum not-to-exceed amount and separate price for travel and related (if applicable). An Entity shall incur no travel or related expenses chargeable to the MCCA without prior approval by an authorized MCCA representative. The actual contract amount will be negotiated after the consultant has been selected and the scope of work finalized.

SECTION SEVEN: EVALUATION CRITERIA

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

Proposals will be evaluated on the following major categories:

- 1. Project Approach/Proposed Solution
- 2. Qualifications and Experience
- 3. Cost Effectiveness and Value

VENDOR INFORMATION

Entity Name (including DBA)	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with MCCA	
Name and Title of Person Submitting Quote	
Entity Address	
Entity's Phone Number	
Email Address of Entity Submitting	