

**COUNTY COUNCIL of BERKELEY
COUNTY, WEST VIRGINIA**

Request for Qualifications (RFQ)

For

Lobbying & Legislative Services

September, 2020

**REQUEST FOR QUALIFICATIONS (RFQ)
REGARDING QUALIFICATIONS FOR
LOBBYING & LEGISLATIVE SERVICES**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Qualification Proposals from interested parties for Lobbying and Legislative Services for the 2021 WV State Legislative Session.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select an individual and/or firm judged to be both responsible and responsive to the request in every way. The County Council may interview some or all prospective individuals/firms to discuss Qualifications Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25401, or by telephone at 304-264-1923. Inquiries should be directed to Tracie McCormick Procurement Coordinator, 304-264-1923, extension 8123.

One (1) copy of submittals of Qualifications from interested parties should be enclosed in a sealed opaque envelope marked **“Request for Qualifications for Lobbying & Legislative Services”**. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Wednesday; October 21, 2020**. Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification.

Proposals received will be opened and entered into public record at 10:00 AM on Thursday, October 22, 2020 in the County Council Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Council.

I. INTRODUCTION:

The County Council of Berkeley County, West Virginia, (hereinafter referred to as “County Council” or “Council”) is requesting qualifications from individuals and/or firms to provide lobbying and legislative services for the 2021 WV State Legislative Session. Only written responses to this RFQ shall be considered. All materials submitted shall become part of the proposal.

II. BACKGROUND:

Berkeley County is located in the eastern panhandle of West Virginia. According to 2010 Census information, Berkeley County has a population of 104,169 making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan area and is one of three counties in the Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Partly because of its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

Berkeley County is currently governed by a five (5) member County Council.

III. SCOPE OF WORK

A. GENERAL

Working with the individual(s) designated by the County Council, the successful individual and/or firm will:

1. Identify state legislation and legislative proposals that may impact Berkeley County;
2. Identify proposed state regulatory changes that may impact Berkeley County;
3. Work with the Berkeley County Council, West Virginia Association of Counties and County Commissioners Association of West Virginia to develop positions on relevant legislation, as appropriate;
4. Draft proposed legislation and amendments, as necessary;
5. Lobby for Berkeley County’s position on legislative and regulatory matters of interest to include:
 - a. Direct contact and communication with state legislators and staff on behalf of the County;
 - b. Drafting letters and talking points on legislation as necessary;
 - c. Testifying on behalf of the County Council at hearings before legislative and interim legislative committees;
6. Provide weekly written reports to the County Council on key issues and legislative committee activity;
7. Prepare a summary report regarding the 2021 Legislative Session within 30 days of sine die.

The Scope of Work and Key Issues are to be used as a general guide and are not intended to be a complete list of all work necessary to complete any project(s).

B. KEY ISSUES

Key 2021 legislative issues for Berkeley County may include, but are not limited to:

1. Legislation that will allow counties to enact a local 1% county sales tax;
2. Legislation to eliminate the property roll back tax calculation.
3. Legislation that will allow for county publications in newspapers to be done electronically or via website.
4. Legislation that would provide for the implementation of Home Rule powers for counties.
5. Amend W. Va. Code to place 9-1-1 fees on electric meters instead of telephone landlines.
6. Revise procedures that would allow for mental hygiene evaluations to be conducted via teleconference.

IV. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFQ proposal. ***At a minimum, your Qualifications Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent's services.***

A. Individual/Firm Information

1. Name, address, telephone number (landline and cell), fax number of the individual and/or firm from which the project will be managed.
2. Nature of Lobbying firm and parent company, if any.

B. Firm Principals and Background

1. Submit the names, titles, and resumes of the "principal" staff member(s) who will be responsible for the requested services during the performance of the contract. Please assure that the information provided includes any pertinent experience and technical competence in providing the services requested.
2. Describe in depth the operations team available to the "principal" staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.
3. Provide a narrative of any relevant training and/or experience that qualifies the individual/company to provide the services listed above.

C. Miscellaneous Requirements:

After award but before execution of the contract:

- The selected Lobbyist/Lobbying firm must provide proof that they possess the required professional licensing to conduct business in the State of West Virginia.
- The selected Individual/Firm must certify that only US Citizens or those persons legally in the United States will be performing work within the Scope of Services.
- The selected Individual/Firm must show proof of current workers compensation coverage in good standing or payroll information which will show that coverage is not required.

- All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

V. PROPOSAL:

A. At a minimum, your Proposal shall include the following:

1. Complete, detailed narrative addressing all items in Section IV above.
2. Fully executed Non-Collusion Certificate - Attachment A.
3. Information pertaining to required business and/or lobbying licenses as required by law.
4. Statement that only US Citizens or legal immigrants will be used in the fulfillment of the contract.
5. A statement that the minimum insurance requirements as detailed in Section IX below will be in effect prior to execution of the contract.
6. Proof of current workers compensation coverage, if required.
7. Any conclusions, remarks and/or supplemental information pertinent to this request.

VI. TERM OF CONTRACT:

- A. The contract will commence upon award by the County Council and remain in effect for 12 calendar months from inception.
- B. If the Individual and/or Company awarded the bid subsequently fails to comply with the specifications, it will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County Council reserves the right to terminate the contract.

VII. USE OF EXISTING DOCUMENTS:

Berkeley County will cooperate to the fullest extent by making available to the Firm/Company all documents pertinent to this service that may be in the County Council's possession. Berkeley County makes no warranty as to the accuracy of existing documents or will the County Council accept any responsibility for errors and omissions that may arise from the Individual/Company having relied upon them.

VIII. COMPENSATION:

Invoices must be submitted to:

Berkeley County Council
400 W. Stephen Street, Suite 201
Martinsburg, WV, 25401

Payment will be made within thirty (30) days of receipt and approval.

IX. INSURANCE REQUIREMENTS:

Professional Liability – The successful Bidder must show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with Berkeley County.

X. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:

There is no performance bond required for this project.

X. SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Berkeley County’s Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. The County Council will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the County Council’s intent to open and review each firm’s Qualifications Proposal to determine a firm’s qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm’s Qualifications & Experience/Technical Proposal is acceptable, than price will be considered.
- D. Since it is the County Council’s desire to select the most qualified individual/firm, they reserve the right to schedule oral presentations from those individuals/firms deemed most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used by the Council includes, but is not limited to:
 - 1. Responsiveness to the scope of work and these instructions;
 - 2. Past performance of the individual/firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
 - 3. Specialized experience and technical competence in performing relevant services.
 - 4. Oral presentations, if required;
 - 5. Qualifications and experience with services such as that being proposed;
 - 6. Adequacy of the personnel to accomplish the proposed scope of work in the required time;
 - 7. The Individual’s/Firm’s capacity to perform the work, giving consideration to current workloads;
 - 8. The Individual’s/Firm’s familiarity with problems applicable to this type of services;
 - 9. Any other criteria that the Council determines is necessary to successfully fulfill the requirements of the contract.

XI. PROPOSALS AND AWARD SCHEDULE:

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all

Proposals and opening of the same. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.

- B. It is expected that the contract award will be made within forty-five (45) calendar days after the opening of proposals. The contract will be awarded to the Individual/Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals may not be altered or amended after they are opened.
- E. The approval or disapproval of the Individual's/Company's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Individual/Company as to this Council's prior knowledge of their abilities.
- F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

XII. TERMS AND CONDITIONS:

- A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Individual/Company if the successful Individual/Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up to the date and time set within this RFQ for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.
- D. The selected Individual/Company shall be required to enter into a contract agreement with the County Council. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, at a minimum, applicable provisions of this request for proposal. The County Council reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.
- E. Selected Individual/Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Council.
- F. No reports, information or data given to or prepared by the Individual/Company under this agreement shall be made available to any individual or organization by the Individual/Company without the prior written approval of the Berkeley County Council.

- G. Individuals/Companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Council under the West Virginia Freedom of Information Act.
- H. Berkeley County shall not be liable for any costs incurred by the Individual/Company in regard to preparation of its proposal.
- I. Berkeley County intends to select the individual and/or firm that it considers will provide the best overall services for its lobbying needs. The County Council reserves the right to negotiate and accept other than the lowest priced offer.
- J. The County Council reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- K. Berkeley County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Individual/Company agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- M. The Individual/Company shall abide by and comply with the true intent of the RFQ and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein.
- N. The Individual/Company hereby represents and warrants:
1. That it is now, or will be by the time the contract is executed, qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- O. In addition to any other remedy available to Berkeley County, breach of any of the services contracted herein shall, at the election of the County Council, be grounds for termination of the contract. Failure of the County Council to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.
- P. Hold Harmless/Indemnification: If a contract is awarded, the successful

Individual/Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Individual's/Company's performance of the contract awarded. Any property or work to be provided by the Individual/Company under the contemplated contract will remain at the Individual's/Company's risk until written acceptance by the County Council; and the Individual/Company will replace, at Individual's/Company's expense, all such property or work damaged or destroyed by any cause whatsoever, prior to its acceptance by the County.

- Q. Termination for Convenience: Berkeley County may terminate this or any contract, in whole or in part, whenever the County Council determines that such termination is in the best interest of the County, without showing cause, upon giving 30 days written notice to the Individual/Company. Berkeley County shall pay all reasonable costs incurred by the Individual/Company up to the date of termination. However, in no event shall the Individual/Company be paid any amount that exceeds the price proposed for the work performed. The Individual/Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- R. Termination for Default: When the Individual/Company has not performed or has had unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Council. Failure on the part of a Individual/Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Individual/Company will be paid for services satisfactorily rendered prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.
- S. The contractual obligation of Berkeley County under the contemplated contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- T. Interpretation: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

XIII. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:

Should the Individual/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Council. All necessary interpretations will be issued to all Individuals/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Individual/Company to receive any such addendum or interpretation shall not relieve such Individual/Consultant from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.

**ATTACHMENT A
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the _____
(Title)
and the duly authorized representative of the firm of _____

_____ whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above individual/firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Council of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date

Signature

Printed or Typed Name