



Cosumnes Community Services District
REQUEST FOR QUALIFICATIONS (RFQ)

**Grant Writing
and
State/Federal Advocacy and Legislative
Representation**

Project DA-21-014

Release Date: Monday, March 29, 2021

Proposals Due: Thursday, April 26, 2021 at 5:00 pm

Proposals must be received via email at the email address below by deadline.

Pam Dawson, Management Analyst
Email: PamDawson@csdfire.com
Phone: 916-405-7133

Cosumnes Community Services District
8820 Elk Grove Blvd., Elk Grove, CA 95624

Section 1.0 District Profile

The District is a regional agency providing fire protection services to the cities of Elk Grove and Galt, as well as unincorporated areas in southern Sacramento County. Additionally, the District provides parks and recreation services exclusively to the Elk Grove community. The District encompasses roughly 157 square miles and serves an estimated population of 205,000. The District departments include:

- Administrative Services – Administrative Services include Business and Public Affairs, Human Resources, and Finance.
- Fire Department – The Fire Department consists of two divisions, Operations and Administration & Support Services, that work together to provide fire, rescue, and emergency medical services.
- Parks and Recreation – Parks and Recreation manage 99 parks, 18 miles of off-street trails, two community centers, four recreation centers, three aquatics complexes, a nine-hole golf course and many recreation, sports, and leisure programs.
- Facilities and Development Department – The Facilities and Development Department consists of the Engineering, Development and Design Division.

Section 2.0 RFQ Overview

Purpose for Proposal

The Cosumnes Community Services District (“District”) is seeking proposals from qualified professional multi-discipline firms (“Proposers”) to provide (1) grant writing services; and (2) State/Federal advocacy and legislative representation (“Project”). Projects would be prioritized and assumed to be lobbied over multiple years.

RFQ Timeline

The District will endeavor to administer the qualification process in accordance with the terms and dates outlined below (Table 1); however, the District reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.

Table 1 – RFQ Schedule of Events

Milestone	Due Dates
RFQ Issued	March 29, 2021
Deadline for Written Questions	April 9, 2021
District Issues Response to Written Questions	April 12, 2021
Deadline for Proposal Submission	April 26, 2021 at 5 p.m.
District Evaluation of Proposals	April 26-30, 2021
Contract Negotiations	May 1-4, 2021
District Determines Finalist (Board Meeting)	May 19, 2021
Contract Award	May 20, 2021

Project Coordinator

All communications concerning this RFQ must be submitted via email to the RFQ Coordinator identified below. The RFQ Coordinator will be the sole point of contact for this RFQ.

Pam Dawson, Management Analyst
Cosumnes Community Services District
8820 Elk Grove Boulevard, Elk Grove CA 95624
Email: PamDawson@csdfire.com
Phone: (916) 405-7133

Amendment and Cancellation

The District reserves the unilateral right to amend this RFQ in writing at any time. The District also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, notification shall be posted on the District's website, www.yourcsd.com/Bids.aspx. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

RFQ Questions

Specific questions concerning the RFQ should be submitted via email to the Project Coordinator prior to the Deadline for Written Questions (Table 1). Proposer questions should clearly identify the relevant section of the RFQ and page number(s) related to the question being asked. The questions submitted and the District's responses shall be posted on the District's website www.yourcsd.com/Bids.aspx.

Proposal Submittal

Proposal shall be electronically submitted via email no later than the deadline for proposal submission (Table 1). Late submissions will not be considered.

Proposers must submit an electronic copy (a single .pdf file containing all submittal material) to the RFQ Coordinator:

Pam Dawson, Management Analyst
PamDawson@csdfire.com

Current Environment

The District's most recent agreement for grant writing services was month to month and expired October 31, 2020. The District has not previously contracted for legislative representation services.

Section 3.0 Grant Writing and State/Federal Advocacy and Legislative Representation

Grant Writing Services

Scope of Work:

- Funding needs analysis: Coordinate with District to assess funding priorities.
- Grant funding research: Conduct research to identify grant resources, including, but not limited to, Federal, State, foundation, agencies, and organizations that support

Special Districts and Fire Departments.

- On-call grant research: New funding needs may be identified throughout the duration of the contract and on-call grant research will be requested. Proposer to provide timely response to District on-call requests.
- Provide grant proposal development and writing services associated with the completion of grant applications on behalf of the District, including production and submittal of applications to funding sources. A copy of all grant applications submitted to be provided to the District.
- Provide a monthly status report on grant opportunities, grant submissions, and grant awards. The report shall also summarize the amount of time expended and activities undertaken by the proposer for the District in the previous month.
- Maintain routine communication with District staff (for example: monthly status meetings).

State/Federal Advocacy and Legislative Representation

Scope of Work:

- The selected Proposer shall advise, counsel, and represent the District in pursuing legislative initiatives at the state and federal level. The firm shall assist the District in preparing its federal and administrative agendas and shall strategize with the District as requested.
- The Proposer shall identify topics and areas of need to legislators, pertinent legislative leaders, state and federal agencies, committee chairs, and administrative officials.
- The Proposer shall coordinate meetings with congressional members and their staff and District personnel as appropriate.
- The Proposer shall perform functions such as preparing letters, verbal, and written testimonies, arrange and schedule appointments, monitor legislative, executive, and administrative activities, and communicate effectively with the District and its elected and appointed officials and their staff, as well as those interest groups identified by the District.
- The Proposer shall monitor and advise the District on emerging legislation related to the upcoming Congressional session that could affect the District and the region, in either a positive or negative manner, and provide recommendations for a course of action as may be needed.
- The Proposer shall assist the District in identifying funding trends and other programs that may assist the District and the region in achieving its goals and priorities.
- The Proposer should be able to demonstrate its knowledge and previous experience working for and lobbying government officials, agencies and staff.
- The Proposer should be familiar with issues faced by local governments and special districts and the potential solutions that can be achieved through state and federal government support and participation.
- The Proposer shall consult with the District to develop a state and federal legislative

agenda as well as establish liaison activities between the District and members of Congress, federal Executive Offices, Agencies, State officials, and others as directed by District's officials.

- The Proposer shall provide strategic advice, direction, and recommendations, including preparation of briefing packets and leave-behind materials based on requests from the District. Proposer shall develop and present legislative positions and political strategies on issues of significance to District and prepare, pursue, monitor, and lobby for or against related infrastructure legislative proposals as directed by the District. This will include attending hearings, meetings, and other gatherings where legislation or issues which may impact the District are to be developed, discussed, or negotiated.
- The Proposer shall be given assignments that may include performing research and providing information on federal administrative policy and identifying and seeking federal funding or grant opportunities for capital projects, providing status reports at least monthly.
- The Proposer to provide briefings on emerging issues that will or may affect the District's federal agenda and goals. Written reports detailing major activities undertaken on the District's behalf shall be submitted monthly with an annual report of accomplishments to the District's General Manager and Chief Administrative Officer for use in determining cost effectiveness of lobbying efforts.
- Development of partnerships and coordinating efforts with other governmental entities, private sectors, and other contracted public affairs firms to benefit the District in reaching its legislative goals is an expectation.
- Coordinating legislative and outreach efforts with District staff as may be appropriate in furthering the project goals.
- The Proposer shall comply with all applicable California Statutes regarding lobbyist registration, reporting and related activities.
- The Proposer shall maintain accurate financial and performance records and comply with District's procedures for billing and accounting for the cost of services performed.
- Services of the Proposer will include liaison work between the California State Legislators, Governor and staff, and State Agencies under the direction of the District's General Manager, Chief Administrative Officer or Legal Counsel, communicating the District's position on specific issues and circular reporting back to the District with useful information from outside parties on those issues.

Section 4.0 Proposal Submission Requirements

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the District by simplifying the review process providing standards for comparison of submissions.

Proposals submitted in response to this RFQ shall include a complete response to the requirements in this section in the order presented. The District discourages lengthy and costly

proposals. Proposals should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFQ and should not contain redundancies and conflicting statements.

Proposal Format and Content

Proposals should be prepared on standard 8 1/2" x 11" paper. All proposal pages should be numbered. Failure to follow this specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.

Proposals must contain the following information in the order listed:

1. **Introductory Letter:** The introductory letter should be addressed to: Pamela Dawson, Cosumnes CSD, 8820 Elk Grove Blvd., Elk Grove, CA 95624. The letter shall include the following:
 - a. Proposer's legal name and corporate structure.
 - b. Proposer's primary contact to include name, address, phone, and email.
 - c. Identify the location of headquarters, field offices, and the location of the office which would service the District.
 - d. Identification of use of subProposers and scope of work to be performed by subProposers.
 - e. Identification of any pending litigation against the Proposer.
 - f. Disclosure of any bankruptcy or insolvency proceedings in last ten (10) years.
 - g. Statement indicating the proposal remains valid for at least 120 days from the proposal due date.
 - h. Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the District).
 - i. Signature of a company officer empowered to bind the Proposer to the provisions of this RFQ and any contract awarded pursuant to it.
2. **Table of Contents:** The Proposer shall insert a comprehensive table of contents denoting sections three through ten of the proposal as indicated below.
3. **Proposer's Ability to Provide Services**
 - a. Describe the firm's history, including the name(s) of the proposed team. Describe the firm's workload and the capabilities to accommodate the addition of a contract of this type.
 - b. Describe what administrative process will ensure that appropriate levels of attention are given, and that work is properly performed.
 - c. Submit estimates of time commitment of core project staff as a percentage of total time for analysis and design in relation to this project.
 - d. Submit an organization chart of personnel to be assigned to the project together with the specific tasks that will be performed by the designated individuals.
 - e. Identify if your firm is currently involved in any transaction to expand or to become acquired by another business entity. If so, explain the impact both in the organizational and directional terms (privately held firms are excluded).
4. **Proposer's Grant Writing Experience and Qualifications**
 - a. Describe proposer's experience with grant writing.

- b. Proposer shall be regularly and continuously engaged in the business of providing grant writing services to local municipal governments, special districts, and/or fire departments for at least five (5) years.
 - c. Experience with writing for FEMA grant opportunities, specifically for fire departments (SAFER, AFG, FP&S).
 - d. Expertise in persuasive grant writing is essential.
 - e. Describe past performance that demonstrates ability to complete projects in a timely and cost-efficient manner.
 - f. Describe how proposer will meet the requirements of the grants writing portion of the RFQ.
 - g. State overall qualification, duties, and availability of project staff to be assigned to this contract.
5. Proposer's State/Federal Advocacy and Legislative Representation Experience and Qualifications
- a. Proposer shall be regularly and have continuously engaged in the business of providing State and Federal legislative advocacy and representation to local municipal governments, special districts, fire departments, and/or parks districts for at least five (5) years.
 - b. Provide, in non-specific general terms, a list of related projects completed within the past five (5) years that are relevant to these services in type, scope and complexity. List the projects in order of priority, with the most relevant project listed first.
 - c. From the projects listed above, identify, and describe the three (3) most relevant completed projects. Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed with other firms. In addition, and if available, the firms shall provide and enclose a reference letter from the project manager of the three most relevant projects listed.
 - d. If available, provide the following information for each project listed:
 - Project name, location, contract delivery method and descriptions
 - Initial cost estimate and final cost; explain the difference in cost
 - Original start and completion dates and actual start and completion dates
 - Name of Project Manager
6. Qualification of Team
- a. Describe the Firm's expertise and ability to provide all requested and customary services, unique qualifications of the Team's Key Personnel, Project Manager, and all other proposed staff relevant to the project.
 - b. Submit resumes of key personnel of the team that will be directly involved with the project, stating certifications, training, and experience in providing requested services. Include a summary of projects similar in type, scope, and complexity. Resumes must not exceed two (2) pages each and should be placed in the appendix.
7. Review of District's Agreement
- a. Proposer to review District's Professional Services Agreement posted with bid announcement, www.yourcsd.com/bids.aspx and provide statement that Proposer either (1) agrees to the terms and conditions as set forth in the agreement or (2)

agrees subject to requested changes (requested changes should be included here).

8. Disclosures

- a. Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest. The Proposer should identify any professional or personal financial or other interest which could be a possible conflict of interest in performing the services of the RFQ. This includes any activities or relationships of the Proposer that might create a conflict of interest for the Proposer or the District, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the District to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

9. Review and Sign Attachment B: Lobbying Certification

10. Commitment to Diversity, Equity, and Inclusion

- a. The District has a commitment to conduct business with entities that follow sustainable practices and provide safe and healthy workplaces for the individuals employed. In addition, the District is committed to ensuring that diversity, inclusiveness, and equity are integral parts of day-to-day management, work, and service delivery. Proposers are encouraged to review the District's equity statement at www.yourcsd.com/DEI.

Within this section, the Proposer will state and provide a detailed narrative about any diversity or inclusiveness programs the Proposer has implemented.

11. Supportive Information

- a. This section may include graphs, charts, photos, and any other relevant information in support of the Proposer's qualifications.

Section 5.0 Proposal Evaluation and Selection Criteria

The District will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFQ and received by the proposal due date and time specified in this request.

Proposals will be evaluated using the categories listed below.

1. Qualifications, Experience, and References

- a. Experience in performing work of a closely similar nature and size.
- b. Experience working with public agencies.
- c. Strength, stability, experience, and technical competence.
- d. Assessment by client references.

2. Personnel and Staffing

- a. Qualifications and experience of proposed personnel for requested services.

3. Work Plan
 - a. Depth of Proposers understanding of District's requirements.
 - b. Overall quality and logic of work plan.

4. Proposer's Commitment to Diversity, Equity, and Inclusion
 - a. Demonstration of the Proposer's capability to invite values, perspectives, and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace.

5. Quality and Responsiveness of the Proposal
 - a. Completeness of response in accordance with the RFQ instructions.

Finalists may be invited for an interview. The District reserves the right to engage investigation services without interviews or further discussion of the Proposals.

Section 6.0 General Information

Collusion

By submitting a response to the RFQ, each Proposer represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or encouraged any other person to refrain from submitting a response; and that the Proposer has not in any manner colluded to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give, or agree to give any District employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee or representative will solicit, demand, accept, or agree to accept from any other person a gratuity, discount, or offer of employment in connection with a District contract.

Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFQ and all attachments and submit comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments") in writing to the District no later than the deadline established in this RFQ. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any alleged defect with the RFQ will be considered waived and invalid unless the Proposer brings the alleged defect to the attention of the District, in writing, by the deadline as established in this RFQ.

Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities on the grounds of disability, age, race, color, religion,

sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Proposers. Accordingly, all Proposers entering into contracts with the District will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Proposal Preparation Costs

The District will not pay any costs associated with the preparation, submittal, or presentation of any proposal made in response to this RFQ.

Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written notice of intent to withdraw, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

Incorrect Proposal Information

If the District determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive and will be rejected.

Assignment and Subcontracting

The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. Each subProposer must be approved in writing by the District. The substitution of one subProposer for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subProposers, the Proposer, if awarded a contract under this RFQ, will be the prime Proposer and will be responsible for all work performed and will be responsible for all costs to subProposers for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFQ or using Proposers for any service associated with this RFQ offshore (outside the United States).

Right to Refuse Personnel

The District reserves the right to refuse, at its sole discretion; any subProposers or any personnel provided by the Proposer or approved subProposers. The District reserves the right to interview and approve all Proposer staff members in District's sole discretion. Proposer's staff may be subject to the District's background and drug testing processes at any time.

Proposal of Additional Services

If Proposer offers services in addition to those required by and described in this RFQ, those additional services may be added to the contract before contract signing at the sole discretion of the District.

Licensure

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFQ, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subProposer, or consultant of the Proposer in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFQ.

Any individual, company, or other entity involved in assisting the District in the development, formulation, or drafting of this RFQ or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFQ.

Contract Negotiations

After a review of the proposals and completion of the demonstration and proof of concept, the District intends to enter into contract negotiations with the selected Proposer(s). These negotiations could include all aspects of services and fees.

Execution of Contract

If the selected Proposer(s) does not execute a contract with the District within fifteen (15) business days after notification of selection, the District may give notice to that Proposer of the District's intent to select from the remaining Proposers or to call for new proposals, whichever the District deems appropriate.

Right of Rejection

The District reserves the right, in its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety at any time.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the

terms of this RFQ and all applicable State laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

Proposers may not restrict the rights of the District or otherwise qualify their proposals. If a Proposer does so, the District may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The District reserves the right, in its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFQ.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made because of such discussion, the Proposer shall submit such clarifications in writing to the District.

Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFQ process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act (Government Code Sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District will constitute a complete waiver of all claims for damages caused by any release of the information.

Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and, the rights and obligations of the District and Proposers will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

Proposal Amendment

The District will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the District.

Insurance

Proposer will be required to obtain, and during the term of the contract maintain, insurance policies as detailed in **Attachment A – Insurance Requirements**.

Proposers that employ any person or persons to fulfill this contract will be required to have a policy of Worker’s Compensation Insurance as required by the Labor Code of the State of California.

End of Request for Qualifications

ATTACHMENT A: INSURANCE REQUIREMENTS

Minimum Insurance

Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.

Proposer shall maintain limits no less than:

1. General Liability including operations, products and completed operations, as applicable
\$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Errors and Omissions Liability
\$1,000,000 per occurrence or per claim. If protection is accomplished through a "claims made" policy, a 36-month extended reporting period shall be provided.
3. Automobile Liability
\$1,000,000 per accident for bodily injury and property damage.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District - Either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees, and volunteers; or the Proposer shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability is to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Proposer; or automobiles owned, leased, hired or borrowed by the Proposer. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, or volunteers.
2. For any claims related to the services provided by the Proposer, the Proposer's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of any policies required by this clause, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

4. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. In the event the policy is cancelled for non-payment of premium, ten (10) days' prior written notice, as stated above, will be given.

Acceptability of Insurers

The insurance company providing coverage must be licensed to do business in the State of California, with an A.M. Best rating of not less than A: VII.

Verification of Coverage

Proposer shall furnish the District original certificates of insurance and endorsement(s) affecting coverage to the District for approval. The Commercial General Liability endorsement shall be a form CG 20 10 11 85 and shall have the required wording. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all insurance policies required by this section.

**ATTACHMENT B
LOBBYING CERTIFICATION**

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-contracts at all tiers and that all sub-Proposers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Proposer's Authorized Official

_____ Name and Title of Proposer's Authorized Official

_____ Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2021 (the “Agreement Date”) by and between:

1. PARTIES

1.1 District:

Name: Cosumnes Community Services District (“District”)

Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624

Phone: (916) 405-7150 Fax: (916) 685-5216

Representatives: Joshua Green, General Manager

1.2 Contractor:

Name:

Address:

Phone:

Representative:

2. PROJECT NAMES (THE “PROJECT”)

2.1 **Project Name:** *Grant Writing and State/Federal Advocacy and Legislative Representation*

2.2 District may bring forth additional Projects to Contractor as necessary. For each additional Project, a separate Attachment shall be prepared in accordance with the provisions of this Agreement and shall be incorporated in written amendments to this Agreement.

3. DESCRIPTION OF WORK

3.1 Contractor shall render the services described in [Request for Qualifications](#) (hereinafter, the “Services”) in accordance with this Agreement. Contractor may, with written approval of the District, and at any stage, engage subcontractors to perform all or any part of the Services. District and Contractor, by written amendment to this Agreement, may from time to time make changes to the description of the Services. All Services shall be performed pursuant to the terms

and conditions of this Agreement. A timeline for completion of the Services as outlined in each Attachment A shall be mutually agreed upon by Contractor and District and appropriately documented in writing.

- 3.2 Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall commence performance, and shall complete all required services no later than the dates set forth in Attachment A. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the District in writing no later than ten (10) days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due. Contractor shall not be responsible for any delays caused by reviews, approvals or revisions performed by the District, or any other governmental entity. If delays are caused by the District, or any other governmental entity, the proposed schedule under Attachment A will be extended accordingly.
- 3.3 All attachments referred to in this Agreement are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.
- 3.4 The initial term of this contract is twelve (12) months. The District reserves the option to extend the agreement for up to two (2) additional twelve (12) month periods upon the same terms and conditions as provided in the Professional Services Agreement.
- 3.5 **District's Right to Employ Other Consultants.** District reserves its right to employ other consultants, including engineers and design professionals, in connection with this Project, or other projects, or for District employees to conduct any work in connection with this Project or other projects. This includes, without limitation, work that is the same or substantially similar to the work set forth in the **Request for Qualifications**.

4. COMPENSATION

- 4.1 Charges for the Services rendered will be made in accordance with the Contract Price indicated in Contractor Proposal. Payment is due within thirty (30) days of District's receipt of an itemized invoice which indicates work completed and hours of Services rendered under this Agreement.
- 4.2 The Compensation payable to Consultant for the current scope of services performed in accordance with this Agreement shall not exceed \$<<amount>>, unless by written amendment to this Agreement.

5. REPRESENTATIVES

Each party shall designate a representative in the space provided above who is authorized to act on behalf of that party and receive notices under this Agreement.

6. NOTICES

Any notices, consents and approvals as required to be given hereunder shall be given in writing by registered mail or certified mail, postage prepaid, return receipt requested. Notices shall be considered given when mailed. Notices shall be addressed as follows:

District: Cosumnes Community Services District
8820 Elk Grove Blvd.
Elk Grove, CA 95624
Tel: (916) 405-7100 Fax: (916) 685-6622
Attention: Nitish Sharma
Chief Administrative Officer

Contractor: _____

Tel: _____
Attention: _____

7. CONTRACTOR'S RESPONSIBILITIES

7.1. By this Agreement and through Services listed in Attachment A, Contractor acknowledges that it has gathered and examined information related to the requirements of this Project. No plea of ignorance relating to any data, conditions or requirements that exist, or that may be encountered in the performance of this Agreement will be accepted as a result of failure or omission on the part of Contractor to fulfill, in every respect, all of the requirements.

7.2. In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of District. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to District under this Agreement. All employees, agents, contractors, or subcontractors hired or retained by the Contractor are employees, agents, contractors, or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from the performance of this Agreement.

- 7.3 The Services performed by Contractor shall be subject to the inspection and the review of District at all times, but such inspection and review shall not relieve Contractor from its responsibility for the proper performance of the Services.
- 7.4 Contractor shall perform the Services according to the professional standards of the industry and to the satisfaction of the District. All reports and documents produced and submitted by Contractor pursuant to this Agreement must meet with and shall be made to the District's satisfaction.

8. TERMINATION OF CONTRACT

- 8.1 In the event of Contractor's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement by notifying Contractor by certified mail, pursuant to Section 6 of this Agreement, of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (a) assemble all documents owned by District and in Contractor's possession and deliver said documents to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.
- 8.2 This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days' written notice to the other party. Prior to the thirtieth (30th) day following the giving of notice, Contractor shall: (a) assemble the completed work product to date and put same in order for proper filing and closing, and deliver said product to District; and (b) place all work in progress in a safe and protected condition. The General Manager of the District shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to District. Based upon that finding, the District shall determine any final payment due to Contractor.

9. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

10. INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, contractors, and contractors arising out of or in connection with the performance

of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

11. DOCUMENTS

The documents, drawings, specifications and estimates prepared by Contractor, or Contractor's subcontractors for this Project, shall be and remain the property of District. Such documents, drawings, specifications and estimates shall be the property of District whether or not the work for which they were made is executed, and notwithstanding any copyright. District reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another project constructed for District. District is not bound by this Agreement to employ the services of Contractor in the event such documents are reused. In the event that Contractor's documents are subsequently reused or modified in any material respect without prior written consent of Contractor, District agrees to indemnify Contractor from any claims advanced on account of said reuse or modification. All Documents & Data are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

12. FORCE MAJEURE

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and enforced in accordance with the laws of California and venue shall be in Sacramento County.

14. DISPUTES

If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used:

14.1 Initial Resolution Effort

- (a) The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute and forward a copy of the dispute document to the other party.
- (b) Within ten (10) working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and recommended method of resolving the dispute.
- (c) The Fire Chief shall represent the District in this process.

14.2 If the dispute is not resolved in accordance with Section 14.1, the aggrieved party shall send to the General Manager a copy of the dispute document and response. Within five (5) working days of receiving the dispute document and the response, the General Manager shall propose a resolution.

14.3 If the dispute remains unresolved and the parties have exhausted the procedures of this Section, the parties may then seek remedies available to them at law.

15. ATTORNEYS' FEES

In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's fees and expert's fees, whether incurred through formal legal proceedings or otherwise.

16. ASSIGNMENT AND SUCCESSORS

Neither District nor Contractor shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any party hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and assigns.

17. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between District and Contractor relating to the Project and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both District and Contractor.

18. SEVERABILITY

If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

19. SUBCONTRACTING

Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

20. SIGNATURE AUTHORITY

The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.

21. APPROVAL OF LEGISLATIVE BODY

This Agreement shall not be binding upon District until District's Board of Director's, or its designee, has approved all the terms and conditions contained herein.

District shall implement this Agreement through its General Manager. The General Manager is hereby authorized by District to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of District, issue approvals, interpretations or waivers and enter into certain amendments to this Agreement on behalf of District to the extent that any such action(s) does/do not increase the monetary obligations of District by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of the District Board of Directors, unless expressly provided otherwise by action of the District Board of Directors. Nothing in this Section 21 shall restrict the submission to the District Board of Directors of any matter within the General Manager's authorization under this Section 21, in the General Manager's sole and absolute discretion, to obtain the District Board of Director's express and specific authorization on such matter. The specific intent of this Section 21 is to authorize certain actions on behalf of District by the General Manager, but not to require that such actions be taken by the General Manager without consideration by the District Board of Directors.

23. INSURANCE

23.1 Contractor shall obtain, and during the term of this Agreement shall maintain, policies of automobile liability, commercial general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

- (a) The District's officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the acts and omissions by or on behalf of the Contractor.
- (b) The policy shall be considered primary insurance as respects the District and District's officers, officials, employees, agents, and volunteers. Any insurance maintained by the District, including any self-insurance retention the District may have, shall be considered excess insurance only and shall not contribute with it.
- (c) The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (d) The insured waives all rights of subrogation against the District and District's officers, officials, employees, agents, and volunteers.
- (e) Any failure to comply with report provisions of the policy shall not affect overage provided to the District and District's officers, officials, employees, agents, and volunteers.
- (f) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by the District.

23.2 Contractor shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- (a) Be from an insurance company authorized to be in business in the State of California;
- (b) Be in an insurable amount of not less than One Million Dollars (\$1,000,000) for each occurrence/aggregate; and
- (c) Provide that the policy shall remain in full force during the full term of this Agreement and shall not be cancelled, terminated, or allowed to expire without thirty (30) days prior written notice to the District from the insurance company.

23.3 Before Contractor shall employ any person or persons in the performance of this Agreement, Contractor shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

23.4 Prior to the commencement of work under this Agreement, Contractor shall furnish to the District proof of the insurance required in this Section.

- 23.5 Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 23.6 Contractor shall provide certificates of insurance with original endorsements to District, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

24. COMPLIANCE WITH FEDERAL AND STATE LABOR LAWS

- 24.1 Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied, and will comply, with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors, and Contractor's that are included in this Agreement.
- 24.2 Contractor is hereby made aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Proposer agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. The successful Contractor shall defend, indemnify, and hold the District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

Pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and their respective subcontractors must be registered with the Department of Industrial Relations prior to bidding on or executing a contract to perform public works. By bidding on or entering into a contract with the District, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections

1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are timely registered for the duration of the Agreement.

24.3 By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

25. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

26. CONFLICT OF INTEREST

No person who is a director, officer, partner, trustee, (including its employees, agents, or and subcontractors) of the Contractor shall maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor shall comply with all requirements of the Political Reform Act (California Government Code sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Contractor shall not make or participate in a decision made by the District, or any board or commission thereof, if it is reasonably foreseeable that the decision will may have a material effect on Contractor's economic interest, and (b) if required by law, any source of income, investment or interest in real property of that person or Contractor. Contractor agrees to file with the District in a timely manner, those financial disclosure forms as required by the Political Reform Act. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act and other laws relating to conflict of interest. Contractor shall file financial disclosure forms with the District. If Contractor maintains or acquires a conflicting interest, any contract with the District (including this Agreement) involving Contractor's conflicting interest may be terminated by the District.

27. INTERPRETATION

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair and plain meaning, and not strictly for or against any Party.

28. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above:

FOR THE COSUMNES COMMUNITY
SERVICES DISTRICT

FOR _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

DRAFT