

REQUEST FOR QUALIFICATIONS for Government Relations Services

Responses Due by September 12, 2025, at 4:00 P.M.

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REQUEST FOR QUALIFICATION

The City of Lindsay ("Lindsay" or "City") is requesting statements of qualifications from firms or individuals to provide lobbying services on its behalf. The City is looking for a government relations and lobbying firm to facilitate communication with elected officials and other agencies. The selected firm will be expected to offer advice and guidance on advocacy and government relations strategies to protect and advance the City's priorities and secure program funding.

Any qualified firms interested in offering the services described in this RFP are encouraged to submit their statement of qualifications ("SOQ"). The submitted SOQs will serve as the foundation for selecting the Consultant(s) for this service. The Consultant's qualifications will be assessed and ranked based on the criteria outlined in the "Evaluation Criteria" section of this RFP.

INTRODUCTION

The City of Lindsay is made up of approximately 12,700 residents and covers an area of approximately 2.7 square miles. Governed by a five-member City Council elected atlarge by the community, the City's operations are managed by a City Manager and supported by a dedicated staff.

Located in the heart of California's Central Valley, Lindsay is rooted in agriculture and maintains a strong connection to the region's farming heritage. Like many rural cities in the region, Lindsay faces a range of challenges, including aging infrastructure, water supply constraints, water quality concerns, and an urgent need for affordable housing and services.

SCOPE OF WORK

The selected firm or individual will be responsible for providing state legislative, regulatory representation, and lobbying services on behalf of Lindsay. Services to be provided may include, but are not limited to, the responsibilities, tasks, and activities listed below. Respondents may include additional services.

- Support a positive relationship with the Governor's office, State Legislature, State Water Resources Control Board, Department of Water Resources, Governor's Office of Business and Economic Development, California Department of Transportation, California Department of Housing and Community Development, and/or other agencies.
- 2. Monitor and assess state legislation, as well as relevant administrative and regulatory processes, to identify matters that may impact the City.
- 3. Provide legislative and regulatory lobbying, as needed.
- 4. Engage with key officials (executive, legislative and local government) and stakeholders to support the City's goals in securing permits, grants, incentives, and favorable laws and regulations.
- 5. Work directly with legislators and staff, the governor's office, public officials and state agencies, City associations, special interest and industry groups, local governments, and other professional organizations to develop support for or opposition to proposed legislation, funding, policy, and regulatory decisions that may affect the City.
- 6. Coordinate meetings with State Legislators and agency department leaders to provide the City the opportunity to meet face-to-face with key decision-makers on pertinent City issues.

All responsive statements of qualifications will be evaluated and assigned a score by a team of raters. The successful firm may be invited to participate in an interview to further discuss the firm's ability to provide the services required by the City. The City is seeking to execute a twelve (12) month contract with three (3) options to extend the term of the agreement following the end of the initial term. Each option term shall be for a period of twelve (12) months, for a total maximum contract period of forty eight (48) months.

PROPOSAL CONTENT

The Firm must prepare a Transmittal Letter, Technical Proposal and a Fee Schedule for the work to be performed and submit as part of the Professional Lobbying Services Proposal.

The Lobbying Services Proposal package must contain the following:

A. Transmittal Letter

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the required time period, a statement of why the Firm believes itself to be the best qualified to perform the engagement, and a statement of how long the Proposal will remain in effect. The Proposer shall provide a statement attesting that all information submitted with the SOQ is true and correct.

B. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake legislative lobbyist services for the City in conformity with the requirements of this Request for Qualification. The Proposal shall demonstrate the qualifications of the Firm and of the particular staff to be assigned to this engagement. The Proposer shall provide a brief summary of Consultant's profile, qualifications and capabilities which specifically addresses the organization's knowledge and experience under this RFQ.

C. License to Practice

An Affirmation Statement should be included that the Firm and all assigned key professional staff are properly licensed to practice in the State of California.

D. Firm Qualifications and Experience

The Consultant shall summarize the qualifications and relevant experience for the consultant firm, proposed any subconsultants. The following items should be included:

- Project Team Identify the contact person with primary responsibility for this project, other key project personnel, including sub-consultants, and their individual areas of responsibility. Key personnel listed will be considered as committed to the project. A resume of all key personnel assigned to the project, including sub-consultants, shall be submitted.
- Relevant Project Experience Describe the team's experience in providing services as shown in the "Scope of Work" section above. Provide three (3) relevant examples in the past five (5) years specifically related to the scope of work. For each listed experience, provide client name, contact

person, and current phone number and e-mail address. References should include a brief description of what the Consultant's firm provided.

E. Partner/Supervisory/Staff Qualifications and Experience

The Firm should provide details on the government lobbying experience of each individual, including information on relevant continuing education and professional organizations that pertain to the execution of the potential agreement.

F. References

Provide three (3) or more references from relevant clients that can supply information on the quality of your services during the past two (2) years.

G. Fees

Proposers shall provide a fee schedule to include hourly rates and titles of staff proposed. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for future work under the Agreement.

PROPOSAL PROCEDURE

Clarifications: The City will respond to requests for clarification to the RFP in written Addendum(s) as needed. Inquiries should be directed by email only to Miranda Cordova at **LindsayCityClerk@lindsay.ca.us**. No verbal requests will be accepted. All requests for clarification must be received by August 20, 2025.

All proposals are due no later than September 12, 2025, at 4:00 P.M. Any and all proposals received after the deadline will be considered non-responsive. No faxed or emailed proposals will be accepted.

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and become the property of the City of Lindsay.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the firm selected. The City of Lindsay reserves the right without prejudice to reject any or all proposals.

Two copies of the Proposal and one copy of the Transmittal Letter, Technical Proposal and Rate Schedule in a sealed envelope must be submitted. All Proposals must be sealed and submitted on or before *September 12, 2025*) to the following:

The City of Lindsay Attn: Miranda Cordova Location: 251 E. Honolulu St., Lindsay, CA 93247

NOTE: Please mark the outside of the envelopes with the following:

LEGISLATIVE LOBBYING SERVICES

GENERAL CONDITIONS

Laws, Regulations and Permits – The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising there from.

Safety – The Consultant shall execute and maintain their work so as to avoid injury or damage to any person or property.

In carrying out their work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including but not limited to State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Indemnification – To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless and defend the City of Lindsay, its directors, officers, employees, and authorized volunteers and each of them from and against:

- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to the City of Lindsay nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, all claims and demands of all persons arising out of the breach of this Agreement or negligent or wrongful acts or omissions of consultant, including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or, the active negligence of the City of Lindsay, its directors, officers, employees, or authorized volunteers.
- c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of

- resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

OTHER CONDITIONS

Assignment or Transfer – Consultant is employed to perform unique personal services. Consultant shall not assign this Agreement without the prior written consent of City. Consultant shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of the City.

Independent Contractor - Consultant shall act as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason of this Agreement.

Attorney's Fees, Venue, Governing Law – If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Tulare County, California, regardless of where other venues may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Termination of Agreement – The City may terminate this Agreement without cause by giving Consultant thirty (30) calendar days advance written notice from the city manager. Consultant may terminate this Agreement without cause by giving City thirty (30) calendar days advance written notice. Each party may also terminate this Agreement for cause but only after providing the other party written notice of the breach and a period of thirty (30) calendar days to cure. In the event of termination through no fault of Consultant, the City shall compensate Consultant for services performed as of the date of termination, upon the release to the City of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. City retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

Copyright, Ownership and Use of Materials - All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, Consultant hereby assigns to the City all right, title, and interest, including but not limited to all copyrights, in all Material created by Consultant in its performance under this

Agreement. Material constitutes the scope of work outlined in EXHIBIT "A" and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by Consultant is, and shall remain, the property of the City. Any modification or reuse of the Materials for purposes other than those intended by this agreement shall be at City's sole risk and without liability to Consultant.