

(R-85-2455)

RESOLUTION NUMBER R- 263577
ADOPTED ON JUL 01 1985

WHEREAS, The City of San Diego is interested in maintaining one of the best local agency lobbying offices in Sacramento; and

WHEREAS, last year the City Council authorized a Request for Proposal (RFP) for Washington, D. C. legislative representation; and

WHEREAS, when the Council agreed to a RFP process for Washington, D. C. legislative representation, it requested that the same process be utilized this year for Sacramento legislative services; and

WHEREAS, it is proposed that any such legislative services contract be for an eighteen (18) month period commencing January 1, 1986, necessitating the extension of John Witzel's contract for a period of six (6) months through December 31, 1985; and

WHEREAS, the background information in this matter is set forth in IRD Report No. 85-59, dated June 3, 1985; NOW,
THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the Request for Proposal for legislative representation in Sacramento (Attachment I) be distributed for responses through August 30, 1985 so that a fixed fee, nonexclusive contract for Sacramento legislative services can be negotiated for the period January 1, 1986 to June 30, 1987.

BE IT FURTHER RESOLVED, that the existing Personal Services Contract with Mr. John Witzel for legislative services in Sacramento be extended through December 31, 1985, pursuant to and setting forth therein the three (3) proposed amendments contained in Attachment II hereto.

APPROVED: JOHN W. WITT, City Attorney

By


Jack Katz, Chief Deputy

JK:smm
6/21/85
Or.Dept:IRD
R-85-2455
Form=r.none
Aud.Cert:86043

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATION OF UNALLOTTED BALANCE AC _____

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount \$ _____ Fund _____

Purpose _____

 Auditor and Comptroller

Date _____, 19 ____

By _____

ACCOUNTING DATA										
ACCTG LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPER. ACCT.	BENF/EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$ 37,856.00

CR Ryan

Auditor and Comptroller

Dated June 20, 19 85

BY *Liane Bradley*

PURPOSE Personal Service Contract be extended through December 31, 1985 .

VENDOR MR. JOHN M. WITZEL

ACCOUNTING DATA										
ACCTG LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPER. ACCT.	BENF/EQUIP	FACILITY	AMOUNT
1			015		4222	001521				\$37,856.00
TOTAL AMOUNT										\$37,856.00

FUND OVERRIDE

NOTE: CONTINGENT UPON APPROVAL OF FY '86 APPROPRIATION ORDINANCE.

R- 263577

JUL 01 1985

AC 86043

00111

JUL 01 1985

Passed and adopted by the Council of The City of San Diego on
by the following vote:

Councilmen	Yeas	Nays	Not Present	Ineligible
Bill Mitchell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Cleator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gloria McColl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Struiksma	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Gotch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uvaldo Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Roger Hedgecock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VACANT

AUTHENTICATED BY:

ROGER HEDGECOCK

Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California.

By *Charles G. Abdelnour*, Deputy.

(Seal)

Office of the City Clerk, San Diego, California

Resolution Number *R-263577* Adopted *JUL 01 1985*

CITY OF SAN DIEGO
PROPOSAL SPECIFICATIONS
SACRAMENTO LEGISLATIVE REPRESENTATION

1. GENERAL CONDITIONS

1.1 Limitation

This request for proposal (RFP) does not commit the City of San Diego (CITY) to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. CITY reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.

1.2 Award

CITY may request RFP respondents to present an oral briefing of their proposal. All finalists may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. CITY reserves the right to award a contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Preference shall be given to offerors with experience representing local governments in Sacramento.

1.3 Signature

The Offeror's proposal shall provide the following information: name, title, address, and telephone number of individual(s) with authority to bind the offeror, and also who may be contacted during the period of proposal evaluation. The Offeror's proposal shall be signed by an official authorized to bind the Offeror, and shall contain a statement to the effect that the proposal is a firm offer .

1.4 Contract

It is anticipated that a fixed-fee type of contract will result from this request for proposal.

1.5 Term of Contract

It is anticipated that as a result of this RFP, a contract will be awarded to provide legislative representation at the State level for the period January 1, 1986 to June 30, 1987.

1.6 Nature of Services

A. The Legislative Representative shall provide special services and advice to the CITY as a legislative representative; such services

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~~00105~~

PROPOSAL SPECIFICATIONS (Continued)

and advice shall include but not be limited to the following:

- (1) Representing the CITY in meetings with **State agencies**, boards, commissions and legislative bodies;
- (2) Researching and providing information to CITY on such matters as (a) **State agency and department regulations, guidelines, directives and other instruments of administrative policy**; (b) funding opportunities for proposed CITY projects; (c) technical memoranda and reports impacting CITY operations; (d) **State laws or proposed legislation**; and (e) legislative hearings, reports and testimony.
- (3) Developing strategies to successfully implement the CITY's legislative program.

- B. In performing such services, the Legislative Representative shall work under the policy direction of the City Council and be administratively responsive to the Director, Intergovernmental Relations. Legislative Representative shall report in writing to the Director, at least monthly, on the nature and extent of the services provided.
- C. Legislative Representative shall personally provide and perform the services required by the CITY for its program of legislative representation except for that assistance provided by his office staff to assist his performance.
- D. Legislative Representative shall have no interest in other projects or independent contracts which would conflict in any manner or degree with the performance required by the CITY. The CITY shall have the right to approve other clients before Offeror retains them.
- E. Any reports, information, data, statistics, procedures, studies or other form of communication or knowledge provided by the Legislative Representative shall be the full and exclusive property of the CITY.
- F. Legislative Representative shall provide all equipment and personnel to fulfill the requirements for representation of the CITY. Minimum personnel shall include, in addition to the Legislative Representative, one secretary. All costs for said staff shall be paid by the Legislative Representative.

2. PROPOSAL FORMAT AND CONTENT

2.1 Proposal Format

- 2.1.1 Proposals should not be submitted with elaborate format, artwork, or expensive covers or binders.
- 2.1.2 Proposal content and completeness are most important. Although no page limitation is imposed, clarity and terse expressions are essential and will be considered in assessing the Offeror's capabilities.

PROPOSAL SPECIFICATIONS (Continued)

2.1.3 The Offeror shall submit five copies of the proposal, with information requested in Sections 2.2 and 2.3.

2.2 The Proposal

To facilitate the Offeror's preparation of the proposal and the subsequent proposal evaluation by CITY, each proposal shall contain the following major sections:

- a. Introduction to the Firm/Individual
 - (1) Summary of Capabilities/Qualifications
 - (2) Special Expertise
 - (3) Experience with Similar Entities
- b. Recapitulation of Services
- c. Report Format (See 1.6, B)
- d. Possible Key Personnel Involved - Resumes
- e. Affirmative Action Statement (see Paragraph 3)

2.3 The Cost Proposal

In preparing the cost proposal, Offeror should consider the estimated level of effort and the performance schedule set forth elsewhere in the RFP. Offeror must set forth an all-inclusive, not-to-be exceeded cost for services set forth in this RFP. Offeror will not exceed the stated fee unless additional work is approved by the City Council prior to the work actually being performed. Offeror will be paid only for work actually performed. Offeror will present invoices for payment on a monthly basis.

3. Equal Opportunity/Affirmative Action

The Offeror will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual preference or national origin.

4. Insurance

The Legislative Representative must agree to maintain such insurance as will fully protect the CITY from any and all claims under any workmen's compensation or employer's liability laws, and from any and all other claims for the damage to property or for personal injury, including death, which may arise from operations carried on under this program.

The insurance shall include:

- (1) Personal Injury, Bodily Injury, and Property Damage Liability Insurance including automobile, products and/or completed operations coverage

PROPOSAL SPECIFICATIONS (Continued)

with Personal and Bodily Injury (including death resulting therefrom) of not less than One Million Dollars (\$1,000,000.00) for injury to any one person and Two Million Dollars (\$2,000,000.00) for any one occurrence, and Property Damage Liability of Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence.

- (2) Workers Compensation Insurance as may be required by the laws of the State of California, the District of Columbia, and Employers' Liability Insurance of at least One Million Dollars (\$1,000,000.00) limit for all employees engaged in services under this agreement.
- (3) Errors and Omissions Insurance.
- (4) Endorsement providing that such insurance is primary insurance and no CITY insurance will be called upon to contribute to a loss.

The above insurance may be waived by City, in the event the obtaining of such insurance is infeasible. Any such waiver shall be in writing.

5. Termination

The CITY will reserve the right to terminate any agreement for services at any time by giving 30 days written notice without cause. In the event of such termination, Offeror would be paid the reasonable value of all services rendered up to the date of such termination subject to contract limits.

ATTACHMENT II

Proposed Amendments To The
Personal Service Agreement Between The City
and John M. Witzel, DBA John Witzel Associates, Inc.
As Adopted by Council June 25, 1984.

PROPOSED DELETIONS STRUCK OUT; ADDITIONS UNDERLINED

Amendment I

On page 4, alter paragraph "3" to read:

3. To the extent reasonably necessary to enable the Contractor to perform his duties hereunder, Contractor shall be authorized to engage at no additional cost to the City the services of assistants and secretarial staff which he may deem proper to aid or assist in the proper performance of his duties; provided, however, that Contractor shall employ a part-time secretary for the exclusive use of the City during the term of this contract for a minimum of 20 hours a week. City staff assistance in testimony or analysis shall not be precluded by this section. ~~City shall sublet office space in the League of California Cities Building or other suitable office space to Contractor, said sublease to coincide with the duration of Contractor's employment with the City of San Diego.~~

Amendment II

On pages 4 and 5, alter paragraph "5" to read:

5. For services to be rendered under this agreement, Contractor shall receive a fee payable as follows: \$6,226 per month from July 1, 1984⁵ through June 30, 1985 December 31, 1985 on the first (1st) day of each month following the commencement of this agreement. Should City require additional services or travel not included in this agreement, Contractor shall receive a fee and/or expenses to be negotiated; provided, however, that Contractor shall receive advance authorization from the Director of the Intergovernmental Relations to provide such additional services or travel not included in this agreement indicating the reason it is necessary for Contractor to render such services or travel and the cost to be incurred by the City in connection with said services; provided that the cost of such additional services or travel shall not exceed the sum of \$1,000.00 \$500.00.

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Attachment II - Continued

Amendment III

On page 7, alter paragraph "10" to read:

10. The term of this agreement shall be from July 1, 1984 5
~~through June 30, 1985~~ through December 31, 1985.