REQUEST FOR PROPOSALS NO. 048-KK10
FEDERAL LEGISLATIVE CONSULTANT

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

I. NAME AND ADDRESS OF REQUESTER

Miami-Dade County Public Schools
Office of Intergovernmental Affairs, Grants, Administration, and
Community Services
1450 N.E. Second Avenue, Room 562
Miami, Florida 33132

II. PURPOSE FOR REQUEST FOR PROPOSALS

The purpose of this Request For Proposals is to evaluate and select one agency or individual to provide The School Board of Miami-Dade County, Florida, federal legislative consultant services.

The successful proposer is expected to assist in forwarding the School Board's interests before the South Florida Congressional Delegation, federal legislative committees, and the Executive Branch, including the Secretaries of Education, Commerce, Justice, and Health and Human Services as well as pertinent regulatory agencies.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Nine copies of the proposals, one of which must be an original, must be received by 2:00 p.m. (Local Time) on November 23, 2010, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the proposer. The district will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked "FEDERAL LEGISLATIVE CONSULTANT".

It is anticipated that a proposal will be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance in January, 2011. If accepted, notification to the successful proposer will be on or about January 2011. The School Board reserves the right to reject any and all proposals.

IV. SCOPE OF WORK

- Consultant will meet with the Board and Superintendent, or designee(s) and confer with respect to federal legislative issues regarding the Board's fiscal and programmatic interests.

- Consultant shall assist in the development and forwarding of the Board's federal legislative program.

- Consultant will establish and maintain positive working relationships with the executive and legislative branches of federal government to enhance necessary intergovernmental relations beneficial to the Board.

- Consultant will represent the Board and Superintendent in conferences and meetings related to federal legislative and governmental issues.

- Consultant will provide quarterly reports and routine correspondence as required by the Board in connection with foregoing services.

- Consultant will be responsible for providing materials, equipment, office space, and any other such requirements to fulfill responsibilities under this contract.

- Consultant shall schedule regular meetings with Congressional members to discuss the Board's legislative issues. Additional meetings may be requested at the discretion of the Superintendent of Schools.

V. <u>REQUIRED INFORMATION TO BE SUBMITTED</u>

A. Provide firm's background, organizational structure.

B. List strengths and accomplishments of individuals and/or firm.

C. Include strategies that will be employed to successfully advocate legislation contained in the School Board legislative agenda.

D. Detail procedure and protocols systematically employed to communicate with Congress, the Executive Branch, and the School Board.

E. List all clients served within the last two years, up to and including the present date, to which the individual and/or firm has provided lobbying services, especially with other governmental units including school districts.

F. Provide a statement clearly identifying any real or potential conflicts of interests to include the following:

1. Have you or do you plan to lobby the School Board on behalf of any of the clients listed in E. above?

2. Have you lobbied the School Board on behalf of any entity, firm, or organization over the last five years? If so, please state which clients you have represented in lobbying the School Board, and when those lobbying activities took place.

G. Describe, with supporting documentation where appropriate, lobbying experiences representing private and/or public sector clients before Congress. Please include any examples of legislation prepared, written, and submitted for legislative approval, particularly any legislation related to K-12 and Adult and Vocational Education.

H. Describe any other activities representing clients, that are pertinent or which might parallel lobbying or advocacy representation.

I. Provide the address of the office location responsible for this project. It is preferable that the candidate individual/firm maintain an office in the Washington, D.C. area.

J. Designate personnel who will be available for this engagement. Resumes containing professional experience, preparation, and background are to be presented for each of these individuals. This section must indicate the individual specifically assigned as lead person.

K. Provide the proposed fee structure, including payment schedule and a breakdown of proposed costs. It is the School Board's desire that the fee schedule be inclusive of any out-of-pocket and travel expenses.

L. Litigation

1. Identify any litigation or claims against the individual(s) or firms that could have a material effect on the firm's delivery or performance of the scope of work contemplated, as detailed in IV. - SCOPE OF WORK.

2. Indicate if individuals from the firm, or the firm itself, have been or currently are either the subject of an investigation by a regulatory organization or the subject of any other type of investigation.

M. Provide the signature of the person empowered to submit this proposal on page ii.

Any additional materials the proposer may wish to include should be presented in appendix form.

VI. TERMS OF CONTRACT

The term of the proposal shall be for an initial two-year period (Session of Congress). The contract may, by mutual agreement between the School Board and the awardee, be extended for two additional two-year periods (Sessions of Congress), and if needed, 90 days beyond the expiration date of the current contract period, to ensure proper transition of School Board legislative matters between Sessions of Congress. The School Board, through Procurement Management Services, shall, if considering an extension, request a letter of intent to extend from the awardee, prior to the end of the current contract period. The School Board may, at its sole discretion, renegotiate the contract at the end of any two-year period, with any such increase of compensation not to exceed 8%, based upon economic indicators. The awardee will be notified when the recommendation has been acted upon.

The School Board, by law, must reserve the right to cancel the contract at the end of the year of the contract term, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services whichever is more stringent. The Board shall have the right to cancel the agreement for unacceptable performance at any time, giving the other party thirty days (30) prior notice.

VII. INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance, which indicate that insurance coverage has been obtained and meets the requirements as outlined bellow:

Professional Liability Insurance in the name of the proposer with limits of liability not less than $1,000,000 per wrongful act.

1. Commercial General Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

2. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firms policy(ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firms insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the policies to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event, the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm failure to perform the agreement terms.

VIII. INDEMNIFICATION

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firms' directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firms' directors, officers, employees, agents, subcontractors or other representatives.

IX. EQUAL EMPLOYMENT OPPORTUNITY

1. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual

orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (**ATTACHMENT A)**

2. Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://forms.dadeschools.net/webpdf/3920.pdf

X. EVALUATION OF PROPOSALS

A. Proposals will be evaluated by representatives of the school district in order to ascertain which proposal best meets the needs of the School Board. A committee consisting of the following members or designees will meet on or about **December 8, 2010,** in order to evaluate the proposals:

- Two representatives from the Office of Intergovernmental Affairs, Grants, Administration, and Community Services
- A representative from School/District Operations
- A representative from Financial Services
- A representative from Title 1 Administration
- A representative from School Operations/Alternative Education
- A representative from Compliance and Business Services
- A representative from the Department of Food and Nutrition
- A representative from the community
- A representative from Procurement Management Services (non-voting)

B. Evaluation consideration will include, but not be limited to, the following:

1. Responsiveness of the proposal in clearly stating an understanding of the work to be performed within the established time frames.

2. Method to implement M-DCPS strategy

3. Cost may not be the dominant factor but will have some significance. It will be a particularly important factor when all other evaluation criteria are relatively equal.

4. Background, qualifications, experience, skill, past performance, and/or expertise in the area of federal legislative consultation.

A selection committee will review all proposals received and may interview a short list of proposers during an oral presentation, where proposers shall have an opportunity to explain their written proposal. No telephone interviews will be conducted with the Committee. The selection committee shall, by a majority vote, recommend the highest rated proposer to the School Board for approval, based on the written proposal and oral presentation. Oral presentations are scheduled for **December 16, 2010.** The school district reserves the right to reject any and all proposals submitted, to further negotiate any proposals, to waive any irregularities or informality, and to request clarifications in the proposal. No debriefing or discussion will be held with unsuccessful proposers. Joint proposals will not be considered.

XI. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals is as follows:

Procurement Contract Review Committee…….March 18, 2010

Mailing of RFP……November 5, 2010

Deadline for Questions……..….November 12, 2010

Opening of Proposal…….November 23, 2010

Evaluation by Selection Committee……..December 8, 2010

Oral Presentations, if required……December 16, 2010

Recommendation for Award……...January, 2011

XII. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00 pm (Local Time) November 12, 2010, via e-mail, to the individual listed below:

Barbara D. Jones, CPPB
Procurement Management Services
Miami-Dade County Public Schools
1450 NE Second Avenue, Room 362
Miami, Florida 33132
Telephone: (305) 995-2738
E-mail: bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS's website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp