

Request for Qualifications (RFQ)

Contract Lobbying Services Legislative Services Department Oregon School Boards Association

Proposals Due: Not later than **December 1, 2016, at 3:00 p.m. PST, in the offices of the Oregon School Boards Association, 1201 Court Street NE, Suite 400, Salem, OR 97301**

Issuing Office: Oregon School Boards Association 1201 Court Street NE, Suite 400 Salem, OR 97301	Contact Name: Lori Sattenspiel Title: Legislative Specialist Phone: 503-588-2800 Email: lsattenspiel@osba.org
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WHO WE ARE

The Oregon School Boards Association (OSBA) is a member-services association of locally elected school boards. Our boards are composed of 1,400 volunteer, locally elected public officials who serve on school district, charter school, education service district and community college boards. Collectively, they oversee the education of 970,000 students. OSBA is governed by a board of 21 directors and up to six non-voting ex-officio members. The Association provides a variety of services to its members, including communications, litigation, labor, policy, board development, property and casualty insurance pool and legislative services.

PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

SCOPE OF WORK

The Oregon School Boards Association (Association) seeks Requests for Qualifications (“RFQ”) for a consultant/firm registered with the Oregon Government Ethics Commission in the State of Oregon, for the provision of lobbying services. The Association intends to select consultant / firm qualified to provide lobby services as needed during the 2017 and 2018 Legislative Sessions.

The successful consultant/firm must have significant experience in representing Oregon public entities, preferably school districts, education service districts and community colleges, in a

variety of areas. The successful firm must have the qualifications, experience, and expertise to provide the Association with legislative guidance relating to, but not necessarily limited to:

representing the interests of public schools and school board members before the legislature, state agencies, boards and commissions in specific assigned areas which could include any and/or all of the following: finance, public meetings, public records, ethics, education laws.

REQUIREMENTS

The consultant/firm must have the ability to provide lobby services to the Association on the required areas listed above. The Association's primary contact(s) will have a minimum of **five** years' experience as an lobbyist providing legislative / lobbying services for the public sector in Oregon. Experience representing school district, education service district and community colleges is preferred.

TERM OF APPOINTMENT

The consultant/firm will be appointed for one regular session and one short session, beginning January 1, 2017 and ending March 31, 2018. The appointment shall be with the rate of compensation and fees to be reviewed and agreed upon annually. This contract shall not in any way limit the Association from seeking other lobbying assistance on an as needed basis.

QUALIFICATION STATEMENT REQUIREMENTS

Consultant/firms interested in assisting the Association with the provision of services described under the Scope of Work section above, must prepare and submit a Qualification Statement to include all of the information required below. The Association will consider only Consultant/firms that submit a Qualification Statement which includes all the information required to be included as described herein (in the sole judgment of the Association).

Fees/Rate Schedule and Proposed Contract

- Submit a fee proposal to include your session contract rate. Identify the rate/cost of reimbursement for out of pocket expenses/copy costs, fax costs, travel time, any relevant per diem mileage, lodging, and other travel charges, and other support services or fees.

Professional Information and Qualifications

Each interested firm shall submit the following information:

1. Name of Firm;
2. Address of principal place of business and office locations, corresponding telephone and fax numbers. Please note specifically which consultant will be assigned to work with the Association;
3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of firm, its ownership and its organizational structure.
4. The number of years your organization has been in business.
5. Areas of representation/lobbying;
6. Description of firm's education, experience, qualifications, number of years with the firm and a descriptive narrative of their experience with projects similar to those described above;
7. A narrative statement of your understanding of the Association's needs and goals, and how it would be able to meet the requirements in the scope of work. Narrative should include experiences that are relevant to the scope of work in the request for proposal solicitation, and specifically as it relates to representation of school districts, education service districts, community colleges, education institutions, and other public entities;
8. List clients for whom relevant lobbying services have been provided for the last three to five years. Please provide the name and telephone number of a contact person for lobbying services for each client. Provide at least four references from clients who you have represented, two of which must have knowledge of your representation of a public entirety, community college or public education institution;
9. Examples of your record of success representing clients, preferred examples involving public entities, including education institutions;
10. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
11. Any other information which the interested firm deems relevant;
12. Disclose any potential conflicts of interest, including listing all immediate relatives who are Association employees.

SELECTION CRITERIA

The selection criteria used in awarding a contract for contract lobbying services as described herein shall include:

- Thoroughness and understanding of work to be completed;
- Experience, references, and reputation in the field;
- Knowledge of the Association and public education in the State of Oregon;
- Responsiveness, availability, and ability to perform the work in a timely fashion; including adequate staffing and familiarity with the subject matter;
- Cost effectiveness / rate schedule; and
- Other factors demonstrated to be in the best interest of the Association.

Selection criteria and rate schedule shall be but one factor along with qualifications and compliance with specifications for consideration by the Association when awarding a contract.

No one factor including the rate schedule proposed by the professional shall be a dispositive factor.

INTERVIEWS

A review committee consisting of OSBA staff will review and rate the proposals and identify proposers to be interviewed. Interviews may be held at a time, date and place in Salem, Oregon, to be designated. Based on the number and quality of the proposals submitted, OSBA reserves the right, at its sole discretion, to make an award without interviews. Interviews shall be scheduled between the dates of December 12-16, 2016.

RFQ PROPOSAL PROCEDURES

The Association may change this solicitation by written addenda.

All questions and clarifications must be submitted in writing not later than November 15, 2016, and a written response will be provided those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all firms in receipt of this RFQ.

All addenda shall be issued not later than November 22, 2016, prior to the bid closing.

Proposers are responsible to make inquiry as to any Addenda issued. At its discretion, the Association may extend the closing to allow Proposers time to analyze and adjust to changes. The Association may, at its discretion, schedule interviews with the proposers, and will contact any proposers at that time.

OSBA reserves the right:

1. To reject any or all proposals not in compliance with all public procedures and requirements.
2. To reject any proposal(s) not meeting the specifications set forth herein.
3. To waive any or all irregularities in proposals submitted.
4. To consider the competency of proposers in making any award.
5. To reject all proposals.
6. To award any or all parts of any proposal.
7. To request references and other data to determine responsiveness.

This RFQ does not commit OSBA or any of the other organizations listed in this RFQ to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

Sealed proposals will be accepted until 3:00 p.m., Pacific Standard Time, December 1, 2016, at the Oregon School Boards Association Office, 1201 Court Street NE, Suite 400, Salem, Oregon 97301. Proposals may be submitted via email to Lori Sattenspiel at lsattenspiel@osba.org; the subject line should identify that is a response to "Contract Lobbying RFQ". Proposals submitted in person are to be clearly labeled on the outside of the envelope "Contract Lobbying RFQ". Each packet shall contain one (1) original and four (4) copies of the respective proposal.

Delivery is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of mailed proposals or of mis-delivery regardless of fault. All proposals received after the date indicated above will be returned unopened. Late proposals will not be accepted.

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OSBA CONTACT INFORMATION

The Association point of contact is Lori Sattenspiel. She will be responsible for contract oversight. No contractor may contact any OSBA Board or staff member regarding this RFQ, other than the contact person, during the proposal period. Any proposer requiring further clarification of the proposal procedures contained herein should submit specific questions in writing via email to the contact person, Lori Sattenspiel at lsattenspiel@osba.org. A written response will be provided to those questions that are deemed appropriate. The response will be in the form of an addendum and will be sent to all proposers in receipt of this RFQ.

APPENDIX A

Additional Representations

In addition to the foregoing general information, the Proposer certifies that:

The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

1. The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
4. No Board member, Trustee, or other officer, employee, or person, whose salary is payable in whole or in part from any of the requesting organizations, has a direct or indirect financial interest in the proposal;

Right to Retain Proposals: OSBA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the contract between OSBA and the firm selected.

The Proposer has examined all parts of this Request for Qualifications, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.

The Proposer fully understands and submits its proposal with the specific knowledge that:

1. The selected proposal must be approved by the Deputy Director of the Association.
2. In the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the resultant contract must be approved by the Association Staff Counsel.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Oregon School Boards Association to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFQ and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Printed Name of Proposer: _____

Signature of Proposer: _____

Title: _____ Date: _____

Contract General Terms and Conditions:

Cancellation

This contract may be terminated by either party upon not less than ninety (90) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. This contract may also be terminated by OSBA in the event that the project is permanently abandoned.

Hold-harmless and Indemnification

The proposer shall indemnify, defend, and hold OSBA, its officers, agents, and employees, harmless from any loss, claims, actions, liability, or costs, including attorney fees and other costs of defense, arising out of or in any way related to furnishing of supplies and/or services under this agreement and arising from the sole or joint negligence of the proposer, including any claim, loss or liability contributed to by OSBA's own negligence. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that OSBA may have under any statute, under the common law, or under this contract.

Insurance

The proposer shall maintain in force for the duration of this agreement a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming OSBA, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance OSBA may carry on its own.

Evidence of the above coverage issued by a company satisfactory to OSBA shall be provided to OSBA by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to OSBA as evidence of coverage containing a 30-day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from OSBA's Staff Counsel.

Contract Payments

All payments to the proposer shall be remitted by mail. Furthermore, the provisions or moneys due under this contract shall not be assignable. As a prerequisite invoices must reflect agreed upon list price and extension. All invoices shall be sent to: Lori Sattenspiel, Legislative Services Specialist, Oregon School Boards Association, 1201 Court Street NE, Suite 400, Salem, Oregon 97301.

OSBA Personnel

No officer, agent, consultant, or employee of OSBA shall be permitted any interest in the contract.

Non-discrimination Clause

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from OSBA, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.