

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
LOBBYING AND GOVERNMENT RELATIONS SERVICES
DOUGLAS COUNTY SCHOOL DISTRICT 0001
OMAHA PUBLIC SCHOOLS**

Request for Qualifications No. : Q020-22

June 13, 2022

A. Request for Statements of Qualification

1. Douglas County School District 0001 (Omaha Public Schools) (“District”) requests that experienced and qualified firms (“Firms” or individually “Firm”) that are registered as a lobbyist with the Nebraska legislature and are interested in contracting with the District in order to achieve certain legislative agenda objectives, including funding and policy changes, submit statements of qualifications to the District. The prospective Firm should have relationships with the executive branch and its reporting agencies and departments, and should have experience in effectively lobbying issues in the legislature (“Services”). Interested Firms must submit a sealed statement of qualifications to the District for the performance of the Services described in these RFQ Documents (“Project”). Respondents to this RFQ shall identify their experience and qualifications to perform the Services. The Services to be performed will be provided in accordance with these RFQ Documents, including the detailed description of the Services set forth in Paragraph F below. The District will enter into competitive negotiation with the successful Firm for an agreement to provide lobbying and government relations services for the District.
2. To be considered, Firms must submit a statement of qualifications to the District in the form and manner required by this RFQ and containing all of the information requested.

B. Instructions for Submission of Statements of Qualifications

1. To be considered, Firms must submit one (1) copy of the statement prepared in compliance with the requirements of this RFQ document to the District by 2:00 p.m. (CT) on July 13, 2022. All statements must be submitted electronically to the following email address: servicebids@ops.org. All electronically submitted statements must comply with the following requirements:
 - a. The statement must be submitted in a pdf format.
 - b. The statement must be attached to and submitted with a transmittal email that contains the following language “RFQ Q020-22 for Lobbying and Government Relations Services”

Telephone, hard copy and facsimile statements may not be submitted and will not be considered. OPS will NOT accept links to shared files in any bid. Any incomplete proposal or statement not complying with the RFP Documents may be rejected by the District. Any proposal received after the deadline for submission of statements will be rejected and returned to the submitting Firm unopened. All risk of timely delivery is with the Firm submitting the proposal, and the District will not be responsible for lateness of receipt of statements due to email delays. The time stamp on the District’s email system will be the official clock utilized to determine the close of the time for submission of proposals.

2. Any questions or request for interpretation of the RFQ documents shall be submitted by e-mail to: servicebidsqa@ops.org. Questions shall be submitted no later than 4:30 p.m. Central time, on June 21, 2022. Reference “Lobbying and Government Relations Services RFQ” in the email subject line. Answers to questions submitted will be sent to all Firms known to the District to be submitting statements of qualifications, without disclosing the name of the Firm submitting the question. This email address for questions is the only authorized location and representative of the District who can respond to questions regarding this RFQ. Any attempt to communicate with or contact any Board Member, employee, or representative of the District on any manner having to do with any aspect of this RFQ may result in the Firm being disqualified from submitting a statement of qualifications.

C. Opening of Statements of Qualifications

1. Statements will be opened and read online in a Microsoft Teams meeting immediately following the close of the time for submission of statements. Participating Firms may attend the opening of the statements by accessing Microsoft Teams meeting at that time at 1 tel: +402-509-3892, within the United States, Phone Conference ID: 215 921 857#. These procedures allow the statements to be opened in public immediately following the close of the time specified for submitting bids in the presence of the Firms or representatives of the Firms submitting statements.

D. Required Submittal Components of a Statement of Qualifications

1. The statement of qualifications submitted must include the following information, arranged in the order shown below. Advertising brochures or other general promotional matter should not be included. Fee proposals should not be submitted with the Statement of Qualifications.
 - a. Cover Sheet (not a cover letter) – The cover sheet (not included in page count) will show the Firm’s name and the Firm’s address. The cover sheet shall also contain the following information:

“Statement of Qualifications of [Insert name of Firm] for Lobbying and Government Relations Services” and the date of the submittal, the signature and the name of the person(s) authorized to make representation for the Firm and that person’s address and telephone number.

The cover sheet must be signed and dated by an authorized representative of the Firm. The name and title of the representative signing the statement of qualifications must be typed below the signature.
 - b. Table of Contents – (not included in page count) must correspond with the Submittal Components listed herein.
 - c. Cover Letter – This letter should acknowledge the Firm’s intent to enter into an agreement with the District.
 - d. Firm Description – Please state the location of the Firm’s principal office, how long the Firm has been in business, the number of employees, a complete list of the Firm’s clients and the additional information set forth in Exhibit A.
 - e. Project Team Organization Chart – Please identify key personnel from your Firm

who will perform the Services. Please describe duties/roles and reporting responsibilities and relationships for each individual. Resumes of all key personnel for the Firm shall be included in this portion of the statement of qualifications. Resumes shall be limited to a maximum of one (1) page for each person identified.

- f. Firm Experience – Please describe the Firm’s experience providing lobbying and government relations services within the last ten years. Please describe the Firm’s experience, if any, representing school districts or other governmental entities.
- g. Exclusive Representation. The District would prefer to engage a Firm for Lobbying and Government Relations Services that has no other public or private school clients, has no clients that advocate for charter or similar schools, and has no clients that advocate for school choice which allocates public dollars to private schools. If your Firm currently represents such a client, please state whether you would be willing to undertake the representation of the District as your only public school district lobbying client. If you don’t represent such a client, please state if you be willing to agree to not to undertake the representation of another public school district while you are representing the District. In either situation, please state if exclusive representation will result in a higher fee being charged to the District.
- h. Contract Terms and Conditions. Please state those terms and conditions referred to in the RFQ Documents (see **Section G** General Terms and Conditions) that your Firm takes exception to or that your Firm proposes to amend or replace. Also include any additional or alternate Contract terms your firm proposes. Please be aware that any objection to such terms and conditions or any additional or alternate terms additional or alternate Contract terms may result in rejection of the Firm’s statement of qualifications. Also note that those terms marked with an * cannot be changed or modified.

E. Selection Process

1. A committee composed of staff members of the District and Board of Education Member(s) will be responsible for reviewing and evaluating the statements of qualifications received. Based on the review and evaluation of the statements of qualifications, the committee will conduct in person interviews of short-listed firms. Short-listed firms to be interviewed will be notified of the interview time. Interviews will be conducted at the District’s Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska. Individuals who will be actually performing the services for the District, if the Firm is selected, should be present for the interview. All costs incurred by the Firm to participate in the interview will be the obligation of the Firm being interviewed.
2. Short-listed Firms participating on interview shall bring to the interview, in a sealed envelope, the Firm’s fee proposal for performing lobbying and governmental relations services. The fee proposal shall include any reimbursable expenses that the Firm will require be reimbursed.
3. Based on the evaluation of the statements of qualifications and the interviews, the committee will make a recommendation to the Board of Education of the Firm that the committee believes should be selected. The Board of Education will make the decision as to which Firm, if any, to engage. Once the selection of the Firm is approved by the Board of Education, the District will endeavor to negotiate a fee agreement with the

successful Firm. The District shall not be obligated to accept any fee proposal or reimbursement terms that may be proposed by the Firm in the interviews or during negotiations. The agreement will be prepared using the District's standard forms and will include the Terms and Conditions referenced in this RFQ. If a mutually agreeable fee and reimbursement schedule cannot be negotiated with the selected Firm, the District will enter into negotiations with another Firm chosen by the District until a mutually agreeable fee and reimbursement schedule can be reached.

4. The District reserves the right to reject any statement of qualifications or all statements of qualifications in its sole discretion and to waive any technicalities or irregularities in any statement of qualifications received.

F. Scope of Services.

1. The scope of services that will be expected to be performed by the selected Firm are set forth below. All statement of qualifications must be made on the basis of, and either meet or exceed, the requirements contained herein. All Firms must be able to submit a statement of qualifications demonstrating their capability for rendering the following prescribed tasks provided:
 - a. Meet with, at the direction and with the approval of the Superintendent or the Superintendent's designee, the Board, the Board legislative committee, and other District employees and/or stakeholders to gain a full understanding of the District's legislative priorities.
 - b. Assist the District on an annual basis to develop a draft legislative agenda and guiding principles for review, comment and approval by the Board.
 - c. Advocate the District's priority programs and requests effectively before the legislative and executive branches.
 - d. Provide proactive expertise and strategic guidance on a broad range of legislative and policy issues that may directly or indirectly affect the District.
 - e. Speak on behalf of and represent the District in legislative matters in conformance with District policies as directed by the Board, the Superintendent and/or the General Counsel.
 - f. Prepare bill summaries for all bills introduced in the legislature which may have an impact on the District.
 - g. Identify and monitor bills and regulations related to the District's legislative agenda and principles.
 - h. Provide weekly updates of bills or regulations identified as of interest to the District as well as new bills, legislation, or regulations that may impact the District.
 - i. Work daily with the Superintendent's designee on the status of the applicable legislation or policy affecting the District's legislative agenda.
 - j. Provide summary information on a weekly basis on hearings/floor activity of interest to the District for the week ahead. Provide updates on an as needed basis on time-sensitive issues. These updates on time-sensitive issues related to legislation
 - k. Attend all Board meetings during the legislative session, Board meetings throughout the rest of the year as directed, and all legislative committee meetings throughout the year.

- l. Provide legislative and policy research on legislative proposals and executive agency regulations/issues.
- m. Draft testimony for and prepare District representatives appearing before legislative committees.
- n. Register and comply with all requirements imposed upon Lobbyists by the Nebraska Legislature and Nebraska law. Maintain registration during the entire contract term at the Firm's expense.
- o. Conduct all transactions on behalf of the District in good faith. The Firm will employ the highest ethical and professional standards at all times.
- p. Participate in the transition of the Lobbying and Governmental Relation Services if such services are transitioned to another Firm at some time in the future.
- q. Work collaboratively with the District's current Lobbying and Government Relations partner who will continue to advise the District on a more narrowly focused strategic basis.

G. General Terms and Conditions

The Agreement for Service ("Contract" or "Agreement") with the successful Firm will include the following Terms and Conditions, as well as such other terms and conditions as the parties negotiate that are consistent with the RFQ documents. The following terms and conditions, along with the remainder of the RFQ Documents and the successful Firm's statement of qualifications, will become a part of the contract between the successful Firm and District. The term "Firm" as used in this RFQ, means the successful who contracts with District to furnish the required services. Firms taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their statement of qualifications. Failure to both identify with specificity those terms and conditions Firm takes exception to or seeks to amend or replace as well as to provide Firm's additional or alternate Contract terms may result in rejection of the Firm's statement of qualifications. While the District may accept additional or different language if so proposed in the Firm's statement of qualifications, the Terms and Conditions below that are marked with an asterisk (*) are mandatory, non-negotiable and must be included in the Contract.

- 1. **The Contract.** The contract of the District that is issued to the Firm will constitute the contract between the Firm and the District for Lobbying and Government Relation Services specified and will incorporate by reference these RFQ Documents and Firm's statement of qualifications (all of the foregoing documents, including the contract, are collectively the "Contract Documents"). In the event of a conflict between the terms of the Firm's statement of qualifications and the remainder of the Contract Documents, the remainder of the Contract Documents shall control.
- 2. **Taxes*.** District is exempt from state and city sales taxes and no sales taxes shall be included in the fee or collected from District. The District tax-exempt number is 05-0597767.
- 3. **Compliance with the Law*.** Firm shall comply with all applicable federal, state and local laws, ordinances, regulations and codes in the performance of the contract.
- 4. **Independent Firm.** It is the intention of the parties that Firm is an independent contractor and not an employee, agent, joint venturer or partner of District. Nothing in this Agreement shall be construed as creating the relationship of employer and employee between District and Firm or between District and any employee or agent (if any) of Firm.

This Agreement is not exclusive; Firm shall retain the right to perform services for others during the term of this Agreement, and District shall retain the right to obtain the same or similar services from others. Firm may at his own risk employ other individuals or agents to assist Firm to perform this Agreement, and District may not direct or control such employees or agents. District may issue an IRS Form 1099 to the Firm which reflects the compensation paid hereunder. Firm is responsible for paying any and all taxes related to the compensation paid hereunder or paid from Firm to its employees or agents (if any), and shall indemnify District against any taxes, liabilities, penalties, or costs incurred by District should the Firm fail to do so. District will not reimburse the Firm for, or provide the Firm's employees or agents (if any) with, any form of insurance benefits, pension benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.

5. **Invoices.** The Firm shall submit monthly invoices describing the services provided during the applicable period. Any expense in excess of \$500 must be approved by District prior to it being incurred in order for the Firm to be reimbursed for such expense. District shall pay the Firm for invoiced amounts within thirty (30) days of receipt of the invoice. The foregoing shall constitute the only compensation from District to the Firm and/or the Firm's employees and agents (if any). Invoices must be approved and processed 10 workdays prior to the next Board date where approval is requested for payment. Payments are generally issued the Tuesday following the Board meetings on the first and third Mondays of a month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstance.
6. **Insurance Requirements*.** At any time the Firm is performing services on District property, Firm will maintain the following insurance coverages:

Workers' Compensation – Nebraska Statutory Coverage

Employer's Liability Insurance with limits of:

- \$500,000 per accident
- \$500,000 disease, policy limit
- \$500,000 disease, each employee

A Waiver of Subrogation endorsement in favor of the District shall be added.

Commercial General Liability Insurance.

Limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for both bodily injury and property damage.

Coverage shall include completed operations, broad form property damage, and personal injury and advertising liability coverage. The District shall be named as an additional Insured on a Primary and Noncontributory basis including completed operations. A Waiver of Subrogation in favor of the District shall be added.

Automobile Liability Insurance

- \$1,000,000 combined single limit for both bodily injury and property damage
- Covers owned, non-owned and hired vehicles

Professional Liability Insurance

- \$1,000,000 per occurrence and aggregate

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory. Liability coverages must be on an occurrence basis with the exception of Professional Liability Insurance. The District shall be named as an additional insured on all liability policies other than Professional Liability Insurance. The policies shall be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. All liability policies and the Worker's Compensation policy will be endorsed to waive subrogation against the District. The Firm will provide certificates to the District evidencing such coverages.

7. **Civil Rights***. The Firm will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The Firm agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which District receives federal financial assistance from the Department; and hereby gives assurance that the Institution will immediately take any measures necessary to effectuate this Agreement. The Firm further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Firm agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Firm or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Firm.
8. **Employment Eligibility***. Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, the Firm shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Nebraska. Failure to comply with these provisions will constitute a default under any contract awarded by District.
9. **Data Privacy and Protection**. The Firm acknowledges that in performance of this agreement District may provide the Firm with Personal Information which is defined in and protected under Nebraska Revised Statute sections 87-801 to 87-808. The Firm warrants, in accordance with Nebraska Revised Statute section 87-808, that the Firm has implemented and will maintain, throughout the term of this agreement, reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to the Firm; and (ii) are reasonably designed to help protect the personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

10. **Student Data.** The parties expressly acknowledge that all student information not designated by District as “directory information” is considered private and subject to protection by the Family Educational Rights and Privacy Act (FERPA). The parties further acknowledge that District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that the Firm and its agents are subject to such policies and guidelines and will comply with same. Any student information that the Firm or its agents receives is confidential and may only be used for providing services under this Agreement. The Firm and District each agree to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, District or the Firm, as applicable, without the express agreement of District or the Firm, as applicable. To the extent that the Firm has access to FERPA protected information, the Firm agrees to be bound by the provisions of FERPA and shall be expected to maintain this information in confidence.
11. **Indemnity.** The Firm, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless District and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney’s fees and expenses) arising out of or in connection with: (i) any act or omission of the Firm or the Firm’s agents or employees; (ii) any default, breach, violation or non-performance by the Firm of the contract between the Firm and District or (iii) any injury to persons or property or loss of life caused by the Firm or by the Firm's agents or employees, other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors.
12. **Public Benefits*.** No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.
13. **Use of Tobacco Products*** There shall be no smoking or use of any tobacco or vaping products on/or within the property limits of District property. This regulation shall be enforced by the Firm.
14. **Term and Termination of Contract.** The initial term of the Agreement shall commence upon approval of the Agreement by the Board of Education and shall remain in effect for the balance of the 2022 calendar year and all of the 2023 calendar year. The Agreement shall automatically renew on January 1 each year thereafter unless notice to terminate is provided by either party no later than the preceding October 31. In addition, District shall have the right to terminate this Agreement for convenience at any time upon thirty (30) days’ notice to the Firm.
15. **Miscellaneous*.** This Agreement may not be assigned, supplemented, amended, modified or otherwise altered except by written instrument duly executed by both of the parties hereto, and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify or alter this Agreement. Firm shall not assign his rights or obligations under this Agreement. Firm shall not subcontract to any third party any of the work to be performed hereunder without the prior written consent of District. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of

this Agreement. This Agreement shall be construed in accordance with the laws of the State of Nebraska. The foregoing constitutes the entire agreement of the parties as to the subject matter hereof.

H. Proposed Firm Selection and Performance Schedule

Schedule of Activities	Date
Issue Request for Qualifications	June 13, 2022
Last Day to for Questions	June 21, 2022
Statement of qualifications Submittal Due	July 13, 2022
Board of Education Approval	August / September
Anticipated Start of Project	Immediately Upon Board Approval

Dates are preliminary and subject to change at the discretion of the District.

I. Reference Attachment

Exhibit A – Sample of Organization Information

EXHIBIT A
SAMPLE OF ORGANIZATION INFORMATION

NAME OF FIRM: _____

If trade name, indicate true legal name: _____

- Corporation
- Partnership
- Limited liability company
- Individual
- Joint Venture
- Other (Identify _____)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TEL: _____ FACSIMILE NO.: _____

EMAIL: _____

1. In what state(s) is the Firm legally qualified to do business?

2. Years the Firm has been in business under its present name: _____ years

3. Identify all other or former names under which Organization has operated.

4. Identify parent company, if applicable.

5. Identify the total number of permanent employees: _____

Highest employee (all disciplines) numbers in past five years: _____

Lowest employee (all disciplines) numbers in last five years: _____

6. Identify affiliates, divisions and subsidiaries, if applicable. (use attached sheets if necessary)

Name _____

Address _____

City _____ State: _____ Zip: _____

Telephone No. _____ Facsimile No. _____

Email _____

7. If a corporation or limited liability Company, complete the following:

Date of Incorporation or formation: _____

Name of state in which incorporated or formed: _____

President's name: _____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

8. If an individual or partnership, complete the following:

Date of organization: _____

Is the partnership: () General () Limited () Association

List name and address of all partners (use attached sheets if necessary):

Name _____

Address _____

City _____ State: _____ Zip: _____

Telephone No. _____ Facsimile No. _____

Email _____

SIGNATURE PAGE FOR RFQ (REQUIRED)

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX _____

E-MAIL _____

SIGNATURE _____

Submittals must be signed to be valid

PRINTED NAME _____

TITLE _____

DATE _____