

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of November 2014, by and between **THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA** (hereinafter referred to as "**SBSC**"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 and Metz, Husband, & Daughton, P.A. (hereinafter referred to as "**Contractor**"), whose principal place of business is 215 South Monroe Street, Suite 505, Tallahassee, FL 32301.

WHEREAS, SBSC is interested in procuring professional legislative advocacy services and issued a Request for Statement of Qualifications (SOQ) #14150027SQ to solicit qualifications from the public: and

WHEREAS, Contractor responded to the SOQ #14150027SQ and was found to be the highest rated respondent capable of providing professional legislative advocacy services to SBSC,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 SPECIAL CONDITIONS

1.1 TERM OF AGREEMENT. The term of this Agreement shall commence on November 18, 2014 and continue for sixty (60) months concluding on November 17, 2019. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this agreement without cause or subject to any penalties or additional obligations.

1.2 SCOPE OF WORK. The Contractor shall serve as an advocate on behalf of SBSC. The Contractor will monitor activities of proposed rules, regulations or statutes that have an impact on SBSC operations as initiated by the State of Florida Legislative and Executive branches of government, and Florida Department of Education or other agency or division of the State of Florida. Contractor's services shall include monthly updates to the SBSC, Superintendent and staff and periodical presentations to the SBSC. Contractor shall be properly registered with the Florida Legislature and the Executive Branch Agencies and must be in compliance with **Section 112.3215 Florida Statutes, Florida Administrative Code R, Chapter 34-12 governing Executive Branch Lobbyist Registration, and Joint Rule One governing Lobbyist Registration and Compensation.**

1.3 CONTRACTOR'S RESPONSIBILITIES.

1.3.1 Meet with SBSC staff and elected officials to assist in the development of the SBSC's annual list of goals, priorities and specific projects. Identify which of these can be addressed at the State level and assist in developing written material on each request to provide to State Officials.

1.3.1.1 Revise the SBSC's state legislative program as needed, and as requested.

1.3.1.2 Provide SBSC staff with any new information that may impact, and actively seek opportunities to enhance the SBSC's State legislative program and provide options as to legislative strategy when necessary.

1.3.2 Monitor current State of Florida legislation and budget process and report to the SBSC orally and/or in writing, any legislation events that may directly or indirectly impact the SBSC. Attend meetings as necessary or as directed by SBSC staff.

1.3.2.1 Monitor various State agency actions for potential impact on SBSC and in the event that action is needed, advise the SBSC. This includes monitoring promulgation of rule and statute at State agency level.

1.3.2.2 Prepare and submit weekly individualized reports when the legislature is in session as well as monthly reports on the status of legislation, in particular those bills which contain authorizations or appropriations of

distinct interest to the SBSC as well as changes in the legislation and executive offices.

- 1.3.2.3 At the conclusion of session, prepare a final report, including the final status of the SBSC's priorities and a summary of the impact of major legislative changes to the SBSC.
- 1.3.2.4 Monitor, analyze, and track authorizations and appropriation bills, and recommend appropriate strategies.
- 1.3.3 Advise members of legislature and Governor, their staff and other appropriate state agencies of the SBSC's objectives with regards to all manners of legislation as it relates to the SBSC's operation. Assist the SBSC to promulgate legislation that will positively impact the SBSC and the residents that are served.
 - 1.3.3.1 Identify pertinent hearings and committee meetings before which SBSC member or staff should appear and testify.
 - 1.3.3.2 Provide oral and written testimony upon request for hearings and committee meetings.
 - 1.3.3.3 Meet with State Legislators and policy makers as required.
 - 1.3.3.4 Provide direct contact and communication with the executive branch as necessary.
 - 1.3.3.5 Assist SBSC staff in scheduling meetings with key legislators and Governor's staff members.
 - 1.3.3.6 Draft letters and provide talking points on legislation as necessary.
- 1.3.4 Other duties related to State Legislation may be required from time to time.
- 1.3.5 Coordinate with Florida School Board Association and Florida Association of District School Superintendents on issues of impact to multiple Florida Districts.
- 1.3.6 Advise SBSC staff if Contractor or Contractor's firm is also representing a client that is opposing or supporting legislation that is in opposition to a position identified as a priority for SBSC. If a conflict exists, the SBSC reserves the right at its sole discretion, to terminate the agreement if such conflict, in the opinion of the SBSC, interferes with the Contractor's effectiveness in representing the SBSC.

1.4 SBSC RESPONSIBILITIES. The SBSC shall provide Contractor with annual legislative priorities.

1.5 PAYMENT & COMPENSATION. The Contractor's fee shall be all-inclusive (travel, meals, services) and will remain the same during the entire contract term; additional topic-specific issues may be negotiated above the established monthly fee upon mutual agreement of both parties. Payment of invoices dated between November 18, 2014 through November 17, 2019 shall be invoiced at a rate of \$4,166.67 per month. The total expenditure per year shall not exceed \$50,000.00.

1.6 SERVICES AGREEMENT. The original SOQ #14150027SQ and Contractor's original submittal and documents submitted at Oral Presentations shall be incorporated into this agreement by reference and shall be attached as exhibits to this agreement. In the event of a conflict between the terms and conditions of these documents, the following order of preference shall be in place as listed below:

- 1.6.1 This agreement.
- 1.6.2 The original SOQ #14150027SQ document (Exhibit 1)
- 1.6.3 The Contractor's documents to include recorded commitments submitted during oral presentations on November 7, 2014 (Exhibit 2).
- 1.6.4 The Contractor's original submittal for SOQ #14150027SQ (Exhibit 3).

2.0 GENERAL CONDITIONS

- 2.1 BACKGROUND SCREENING:** In the event the requirements include the need for Contractor to visit schools with student present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBSC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBSC to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBSC, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.
- 2.2 Child Neglect.** The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.
- 2.1 Indemnification.** The Contractor agrees to indemnify, hold harmless and defend SBSC, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBSC, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by SBSC; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBSC's property, and injury or death of any person whether employed by the Contractor, SBSC or otherwise.
- SBSC agrees to be responsible for the acts of negligence by its officers, employees, agents or representatives when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence subject solely to the limitations as set forth in §768.28(5) Florida Statutes.
- 2.2 Insurance.** The Contractor will carry and maintain as a minimum the following coverage from a reputable insurance carrier: (a) General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent Agents, and contractual liability; (b) Automobile insurance: \$1,000,000 per occurrence and (c) Workers' compensation insurance where applicable. The Contractor will provide prior to commencement of work, and attached to this agreement when executed, certificates evidencing The School Board of Seminole County Florida as an additional insured for such coverage.
- 2.3 No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 2.4 No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing

herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties for any matter arising out of this or any other contract.

- 2.5 Contractor's Public Records.** Pursuant to §119.0701 Florida Statutes, "Contractor" as defined by statute that enter into a contract for services with the School Board and is acting on behalf of the School Board is required to comply with public records laws and to specifically:
- 2.5.1** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 2.5.2** Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
 - 2.5.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 2.5.4** Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
 - 2.5.5** If the Contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.
- 2.6 Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 2.7 Termination.** This Agreement may be canceled with or without cause by SBSC or by Contractor during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.
- 2.8 Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 2.9 Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 2.10 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 2.11 Preparation of Agreement.** The parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 2.12 Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision

this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

2.22 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

2.23 Excess Funds. Any party receiving funds paid by SBSC under this Agreement agrees to promptly notify SBSC of any funds erroneously received from SBSC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBSC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBSC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

By Karen Almond
Karen Almond, Chairman

METZ, HUSBAND & DAUGHTON P.A.

By Warren Husband
Signature

Warren Husband, Vice President
Printed Name / Title

ATTEST:
By Walt Griffin
Walt Griffin, Ed.D., Superintendent

11/25/14
Date

11/18/14
Date

Attachments:

- Exhibit 1 - The original SOQ #14150027SQ document
- Exhibit 2 - The Contractor's documents to include recorded commitments submitted during oral presentations on November 7, 2014
- Exhibit 3 - The Contractor's original submittal for SOQ #14150027SQ

Barry Bayer 11/19/2014
Reviewed & Approved: Date:
Barry Bayer, Director of Purchasing



THE SCHOOL BOARD OF SEMINOLE SCHOOL BOARD FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT
 400 E. Lake Mary Boulevard
 Sanford, FL 32773-7127

**REQUEST FOR STATEMENT OF QUALIFICATIONS
 ACKNOWLEDGEMENT**

POSTING DATE:
 October 3, 2014

PURCHASING CONTACT & TELEPHONE:
 Cheryl Olson, P: 407-320-0243; F: 407-320-0474
 Cheryl_Olson@scps.k12.fl.us

RFQ TITLE & NUMBER:
Professional Legislative Advocacy Services, 14150027SQ

RFQ DUE DATE & TIME:
October 17, 2014, 3:30 PM

NOTE: RFQS RECEIVED AFTER THE RFQ DUE DATE AND TIME WILL NOT BE ACCEPTED.

The School Board of Seminole School Board, Florida, solicits your company to submit a RFQ on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A RFQ will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions or attached hereto, the Special Conditions will have precedence. **All RFQs must have an authorized signature in the space provided below.** All RFQs must be sealed and received in The School Board of Seminole School Board Florida Purchasing Office at 400 East Lake Mary Boulevard, Sanford, Florida, by the "RFQ Due Date & Time" referenced above. **All envelopes containing sealed RFQs must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date & Time".** The School Board is not responsible for lost or late delivery of RFQs by the U.S. Postal Services or other delivery services used by the Proposer. RFQs may not be withdrawn for a period of sixty (60) days after the RFQ due date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RFQ. RFQS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

FACSIMILE NUMBER:

EMAIL:

I CERTIFY THAT THIS RFQ IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER SUBMITTING A RFQ FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS RFQ AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFQ FOR THE PROPOSER.

AUTHORIZED SIGNATURE:

TYPED OR
 PRINTED NAME:

TITLE:

DATE:

(Rev. 06/2012)

- I. **INTRODUCTION.** Seminole County Public Schools (SCPS) is governed by the School Board of Seminole County Florida (SBSC) and located in central Florida just north of Orlando/Orange County. The district has 59 schools including 9 high schools, 12 middle schools and 38 elementary and 2 special centers serving over 67,000 students. The school district employs over 7,500 full and part time employees including over 4,500 teachers.

This RFQ is issued for the purpose of establishing a 60 Month contract with an individual or firm capable of serving as a legislative advocate on behalf of the School Board of Seminole County (SBSC). The Advocate will monitor activities of proposed rules, regulations, or statutes that have an impact on SBSC operations as initiated by the State of Florida Legislative and Executive branches of government, and/or Florida Department of Education or other agency or division of the State of Florida.

- II. **GENERAL PURCHASING TERMS AND CONDITIONS.** These general terms will apply to all purchases by the District as a result of an award hereunder. In the event of a conflict between Section II and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Proposer is responsible for understanding and complying with all terms and conditions herein.

1. **DEFINITIONS.**

- A. The School Board of Seminole School Board Florida may be referred to as the "Board", "School Board" or "SBSC" herein.
- B. The term "Proposer" shall refer to the company, individual, or organization that responded to this solicitation.
- C. The term "Contractor" or "Advocate" shall refer to any successful awardees hereunder.

2. **TERMS OF PAYMENT / INVOICING.** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

3. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or are arising from any Contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School Board.

4. **INSURANCE.** The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board. The Contractor will, at the request of the School Board, supply certificates evidencing such coverage. Additional insurance requirements may be specified herein.

5. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of SBSC's rights and sovereign immunities under Florida Statutes. SBSC damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.

6. **LAWS AND REGULATIONS.** Contractors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.

7. **GOVERNING LAW & VENUE.** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Seminole School Board Florida or for federal court shall be United States District Court, Middle District of Florida, Orlando Division.

8. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required will be the responsibility of the successful Contractor; no separate or additional payment will be made. A copy of these licenses and permits shall be submitted to the Buyer prior to commencement of work. If the service(s) being provided requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the RFQ due date and time. For state licensing, contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.
9. **CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** The School Board of Seminole School Board, Florida, is committed to the education and safety of its students and employees. To that end access to school campuses and district facilities by unauthorized personnel is strictly forbidden. Contractor will comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees and any subcontractor employees. Refer to <http://www.scps.k12.fl.us/Portals/0/assets/pdf/frontpage/JLAct.pdf> for SBSC for Background Check Requirements. Contractors hereunder shall comply with required background check of employees as may be applicable and failure to comply shall be considered a material breach of contract.
10. **AUDIT AND INSPECTION.** The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.

III. GENERAL RFQ CONDITIONS.

1. **PUBLIC ENTITY CRIMES.** A Proposer who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFQ on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFQs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **DRUG-FREE WORKPLACE.** Whenever two or more Solicitations are equal with respect to price, quality, and service, a Solicitation received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at a cost of \$27.00 prior to working on the School Board account. Refer to the ATTACHMENT.
3. **CLARIFICATIONS AND INTERPRETATIONS.**
 - A. Any questions concerning the terms, conditions or specifications will be directed to the designated Buyer referenced on the Proposer's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Buyer in writing at least ten (10) workdays prior to the due date of the RFQ. Failure to do so, on the part of the Proposer will constitute an acceptance by the Proposer of any consequent decision.
 - B. An addendum to the RFQ shall be issued and posted for those interpretations that may affect the eventual outcome of this RFQ. It is the Proposer's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. Therefore oral statements given before the RFQ due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School Board website "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>" at least five workdays prior to the due date. The Proposer shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- C. The School Board reserves the right to allow for clarification of questionable entries, and for the Proposer to withdraw items with obvious mistakes.
4. **DOCUMENTATION & PUBLIC RECORDS.** Meetings involving Oral Presentations by Proposers or negotiations are closed to the Public. Responses to this RFQ, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days after the RFQ due date, whichever is earlier and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to this solicitation, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
5. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.**
- A. **Public Record.** All responses received in response to this RFQ shall be considered a public record pursuant to Chapter 119 Florida Statutes.
- B. **Redacted Copy.** If the Proposer considers any portion of the documents, data or records submitted in response to this RFQ to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School Board with a separate redacted copy of its response.
- 1) The redacted copy shall contain the School Board's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
 - 2) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School Board for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - 3) If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
- C. **Public Meetings/Evaluations.** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclose or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's bid may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.
6. **CONFLICT OF INTEREST.** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School Board or their immediate family which owns any interest of any amount in the Proposer's company, partnership, or agency.
7. **CONTACT / LOBBYING.** All questions for additional information regarding this RFQ **must be directed to the designated Buyer noted on page one.** Prospective Proposers shall not contact nor lobby any member of the Seminole School Board School Board, Superintendent, members of the Evaluation Committee, or staff regarding this RFQ prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of your proposal.
8. **CONTINGENT FEE PROHIBITED.** The Proposer warrants that they have not employed or retained any third party other than the Proposer's employee or agent to solicit or secure an award hereunder and that they will not paid a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.
9. **RFQ OPENING AND FORM.** RFQ openings will be public on the date and time specified on the Proposer's Acknowledgment form. All RFQs received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Proposer's sole responsibility to insure their RFQs are received timely; SBSC is not responsible for late or missed delivery by third party delivery services. RFQs by

Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the RFQs only, details concerning pricing or the offering will not be announced. All RFQs submitted shall become public record upon an announcement of a recommended award or ten days after the due date whichever occurs first.

10. **RFQ TABULATIONS, RECOMMENDATIONS, AND PROTEST.** RFQ Tabulations with award recommendations are posted to the Purchasing and Distribution Services' website at "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. RFQ tabulations or recommendations are available through website and notices will not be mailed. SBSC Policy # 7.71 Resolution of RFQ Protest may be found online at www.scps.k12.fl.us .
11. **RFQ PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQ.

IV. SPECIAL CONDITIONS

1. **TERM.** This RFQ will be effective for 60 months effective upon Board approval, tentatively scheduled for November 18, 2014. The School Board of Seminole School Board Florida reserves the right to cancel this contract by giving 30 days notice of cancelation before the end of any fiscal year that falls within the term of this contract.
2. **ANTICIPATED BUDGET.** The School Board has allocated funding in the amount of \$50,000/year for the services outlined in this solicitation.
3. **PROPOSER'S QUALIFICATIONS.** Proposers must meet the following minimum qualifications to be considered a "Responsible" Proposer hereunder.
 - A. **Experience.** The Advocate must have experience in performing the services requested herein.
 - B. **Licensing/Certifications.** The Advocate shall adhere to all registration requirements as it relates to a "Lobbyist" in the State of Florida.
4. **RFQ SCHEDULE.** The following tentative schedule shall be followed. All dates and times are tentative and subject to change.

Release/Posting of RFQ.....	October 3, 2014
Final Date for Questions.....	October 10, 2014
Statement of Qualifications Due.....	October 17, 2014, 3:30 PM
Evaluation Materials Distributed.....	October 20, 2014
Evaluation Results Due.....	October 27, 2014, Noon
Finalist List for Presentations Posted.....	October 28, 2014
Presentations.....	November 7, 2014 (8:00 AM – Noon)
Recommendation Posted.....	By November 7, 2014
Board Approval	November 18, 2014
5. **QUESTIONS.** The deadline for questions concerning this solicitation is **October 10, 2014**. All questions must be in writing and mailed, faxed or emailed to the attention of Cheryl Olson, Director of Purchasing & Distribution Services, SCPS-Educational Support Center, 400 East Lake Mary Boulevard, Sanford, FL 32773, Fax# 407-320-0474 or email Cheryl.Olson@scps.k12.fl.us. An addendum will be issued within 48 hours with answers to all questions.

V. SCOPE OF SERVICES

1. **GENERAL:** This RFQ is issued for the purpose of establishing a contract with an individual or firm capable of serving as an advocate on behalf of the School Board of Seminole County (SBSC). The Advocate will monitor activities of proposed rules, regulations or statutes that have an impact on SBSC operations as initiated by the State of Florida Legislative and Executive branches of government, and Florida Department of Education or other agency or division of the State of Florida. A monthly fee for services shall be established to include monthly updates to the Superintendent and staff and periodical presentations to the School Board of Seminole County. The Advocate's fee shall be all-inclusive (travel, meals, services) and will

remain the same during the entire contract term; additional topic-specific issues may be negotiated above the established monthly fee upon mutual agreement of both parties. All submissions must include an indication that the person(s) performing the services for the School Board are properly registered with the Florida Legislature and the Executive Branch Agencies. All firms and advocates submitting must be in compliance with **Section 112.3215 Florida Statutes, Florida Administrative Code R, Chapter 34-12 governing Executive Branch Lobbyist Registration, and Joint Rule One governing Lobbyist Registration and Compensation.**

2. SPECIFIC RESPONSIBILITIES OF THE ADVOCATE.

- A.** Meet with School Board staff and elected officials to assist in the development of the School Board's annual list of goals, priorities and specific projects. Identify which of these can be addressed at the State level and assist in developing written material on each request to provide to State Officials. An example of the 2013/2014 Goals are attached as "Exhibit I".
 - 1) Revise the School Board's state legislative program as needed, and as requested.
 - 2) Provide School Board staff with any new information that may impact, and actively seek opportunities to enhance the School Board's State legislative program and provide options as to legislative strategy when necessary.
- B.** Monitor current State of Florida legislation and budget process and report to the School Board orally and/or in writing, any legislation events that may directly or indirectly impact the School Board. Attend meetings as necessary or as directed by School Board staff.
 - 1) Monitor various State agency actions for potential impact on Seminole County School Board and in the event that action is needed, advise the School Board. This includes monitoring promulgation of rule and statute at State agency level.
 - 2) Prepare and submit weekly **individualized** reports when the legislature is in session as well as monthly reports on the status of legislation, in particular those bills which contain authorizations or appropriations of distinct interest to the School Board as well as changes in the legislation and executive offices.
 - 3) At the conclusion of session, prepare a final report, including the final status of the School Board's priorities and a summary of the impact of major legislative changes to the Seminole County School Board.
 - 4) Monitor, analyze, and track authorizations and appropriation bills, and recommend appropriate strategies.
- C.** Advise members of legislature and Governor, their staff and other appropriate state agencies of the School Board's objectives with regards to all manners of legislation as it relates to the School Board's operation. Assist the Seminole County School Board to promulgate legislation that will positively impact the School Board and the residents that are served.
 - 1) Identify pertinent hearings and committee meetings before which School Board member or staff should appear and testify.
 - 2) Provide oral and written testimony upon request for hearings and committee meetings.
 - 3) Meet with State Legislators and policy makers as required.
 - 4) Provide direct contact and communication with the executive branch as necessary.
 - 5) Assist School Board staff in scheduling meetings with key legislators and Governor's staff members.
 - 6) Draft letters and provide talking points on legislation as necessary.
- D.** Other duties related to State Legislation may be required from time to time.
- E.** Coordinate with Florida School Board Association and Florida Association of District School Superintendents on issues of impact to multiple Florida Districts.
- F.** Advise School Board staff if Advocate or Advocate's firm is also representing a client that is opposing or supporting legislation that is in opposition to a position identified as a priority for Seminole County School Board. If a conflict exists, the Seminole County School Board reserves the right at its sole

discretion, to terminate the agreement if such conflict, in the opinion of the Board, interferes with the Advocate's effectiveness in representing the School Board.

VI. EVALUATION AND NEGOTIATION PROCESS

1. **Evaluation Committee.** The evaluation committee shall consist of five (5) School Board Members.

Evaluation Committee members shall review all submittals and make a recommendation at a School Board meeting based upon the established evaluation criteria. A selected group of Firms may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the Firms to clarify the information provided in their proposal. **If oral presentations are given, the final decision of the Evaluation Committee will be based on the tabulation from the oral presentations.** The School Board reserves the right to make selections based on the submittals only or to request presentations before determining the final ranking.

2. **Evaluations.** Submittals will be evaluated on a simple ranking basis. The criteria listed on the Attachment 1 Questionnaire will be used in the evaluation process to determine the successful Proposer. Each Evaluation Committee member will perform an independent review of the responses, ranking the top three responses, assigning 3 points for the highest ranked firm, 2 points for the second ranked firm and 1 point for the third ranked firm. The Evaluation Committee members will submit their ranking to the Purchasing Department Representative. The Purchasing Department Representative will tabulate the ranking information and prepare a shortlist of firms for presentations.
3. **Negotiations** will be held with the most qualified firm for compensation which the School Board determines is fair, competitive, and reasonable. Should the School Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the School Board determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The School Board will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the School Board will terminate negotiations. The School Board will then undertake negotiations with the third most qualified firm. Should the School Board be unable to negotiate a satisfactory contract with one of the top three firms, the School Board shall select additional firms in the order of their competence and qualifications, and continue negotiations until an agreement is reached.

VII. **SUBMITTAL REQUIREMENTS.** The Proposer shall include as a minimum One Original Signed copy of their Qualifications, seven (7) copies, and one electronic version on a flash drive or CD. Their response shall include as a minimum the following with each submittal arrange in the sequence as follows:

1. ****Request for Statement of Qualifications Acknowledgment.** (Page 1) Signed by an authorized representative of the Proposer.
2. Executive Summary / Letter of Introduction (not more than two pages) Overview of qualifications.
3. Response to Questionnaire (Attachment – 1)
4. ****References** (Attachment – 2)
5. ****Drug Free Workplace Certification** (Attachment - 3)
6. Disclosure of any conflict of interest if applicable.
7. Addenda if applicable. (Signed by the Proposer)

****MAKE SURE ALL DOCUMENTATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION ON THE GROUNDS OF NON-RESPONSIVENESS TO THE REQUIREMENTS OF THE RFQ.**

EXHIBIT - 1
RFQ# 14150027SQ

LEGISLATIVE PRIORITIES (2013/2014)

Assessment and Accountability

Revise Florida's assessment and accountability system to provide a fully transparent and independent evaluation of the system. Hold schools, students, and employees harmless until the new assessment results are deemed statistically valid and reliable.

Amend F.S. §1008.22(8) and F.S. §1012.34 (7) to allow districts to use A+ Accountability Assessments as a student assessment measure and a value-added measure for instructional personnel for all courses taken by students in grades 3-10.

Create a concordant score for the PSAT/PLAN for both the FCAT 2.0 Reading and the Algebra EOC that are required for graduation. This would consolidate high school assessments so that one or two exams could serve multiple purposes such as college readiness and high school proficiency. Additional information: The PSAT is the "Pre-SAT" and the PLAN is the "Pre-ACT". These tests are actual SAT and ACT tests that were used 2-3 years prior so they are nationally normed and have proven reliability and validity.

Until a more accurate, comprehensive, and reflective value-added measure is created, amend F.S. §1012.34 by striking the provision that establishes a student learning growth standard that if not met results in the employee receiving an unsatisfactory or needs improvement performance evaluation rating regardless of the totality of the employees annual evaluation rating.

Support the Florida Association of District School Superintendents' recommendations for a Transitional Accountability System approved 12/5/2013.

Dual Enrollment Programs

Fully fund the dual enrollment programs by allocating a portion of Bright Futures monies to the post-secondary institutions with whom the school district has an articulated agreement and is providing these services.

Charter Schools

Apply the same laws, rules, and regulations to both charter schools and traditional public schools with respect to Class Size requirements, selection of students, release of students from school, facilities standards, tax exemptions, use of categorical funds, financial transparency and ethics, and establishment of high performing status.

School Grading System

Amend F.S. §1008.34 (8) so that any proposed rule to be considered by the State Board of Education to change the school grading system must be supported in writing by a majority of school district superintendents. Any proposed rule not supported in writing by a majority of school district superintendents shall be adopted by the State Board of Education only with a supermajority vote of all State Board of Education members.

ATTACHMENT- 1
RFQ# 14150027SQ

QUESTIONNAIRE

To promote uniformity and ease of review, your response should be arranged in the same sequence as requested below.

1. RELATED CONTRACTS AND FIRM EXPERIENCE.

- a. Discuss the Advocate's advocacy experience with the State of Florida Legislature and Executive office.
- b. Describe the Advocate's successful roles in influencing legislative outcomes.
- c. Discuss your experience with other entities for whom you have performed legislative advocacy. Discuss two issues where your advocacy had a significant impact. Provide a complete list of entities for whom you provide advocacy services. In addition, complete and return Attachment – 2 References.

2. QUALIFICATIONS AND ABILITIES OF PROPOSED TEAM. Provide an organizational profile and proposed project management team; specific names and functions of personnel assigned to the project; resumes of personnel assigned to the project (to include years of experience and years with the submitting company), and that the team is knowledgeable in functions required herein.

3. KNOWLEDGE OF FLORIDA PUBLIC SCHOOL OBJECTIVES AND LEGISLATIVE PRIORITIES.

- a. Identify how the members of the team and/or the firm have firsthand knowledge of the objectives and priorities of public school districts in State of Florida.
- b. Describe your understanding of the top challenges facing Florida Schools today.

4. METHODOLOGY AND APPROACH. Provide the firm's methodology and approach to delivering services under this contract. What steps will be taken and when, and what unique resources does the Advocate possess that can have an impact. How will the Advocate keep SBSC informed of your progress and the actions taken on their behalf?

5. SCHEDULE OF FEES. Provide a monthly, all-inclusive price schedule that will provide the services outlined in this RFQ. Be sure to identify all services included in the monthly, all-inclusive price schedule. In addition, please list any optional services that are available for an additional fee, and include the hourly rates and/or associated fees for these optional services. All fees shall be subject to final negotiation and approval by the School Board.

ATTACHMENT- 2
RFQ# 14150027SQ

REFERENCES

Provide references of at least 4 entities for which you have provided similar services. References shall include organization name, contact name, telephone number, fax number, and email address. Include a brief statement of service provided and effective dates.

Reference # 1

Client Name: _____ Contact Name: _____
City / State: _____ Phone #: _____ Fax #: _____
Email: _____
Scope of Services Provided: _____
Date(s): _____

Reference # 2

Client Name: _____ Contact Name: _____
City / State: _____ Phone #: _____ Fax #: _____
Email: _____
Scope of Services Provided: _____
Date(s): _____

Reference # 3

Client Name: _____ Contact Name: _____
City / State: _____ Phone #: _____ Fax #: _____
Email: _____
Scope of Services Provided: _____
Date(s): _____

Reference # 4

Client Name: _____ Contact Name: _____
City / State: _____ Phone #: _____ Fax #: _____
Email: _____
Scope of Services Provided: _____
Date(s): _____

Proposer's Signature: _____ **Printed Name/Title:** _____

Company Name: _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFQs which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____ Printed Name/Title: _____

Company Name: _____

Exhibit 2

Presentation to Seminole County School Board

November 7, 2014

10:15 – 10:55 a.m.



- Firm Culture—Steve Metz

- Issues Overview—Alli Liby-Schoonover
 - Education Practice
 - 2015 Legislative and Executive Issues

- Relationships—Steve Metz

Seminole County Delegation

Senator David Simmons
Representative Jason Brodeur
Representative Scott Plakon
Representative Bob Cortes

State-wide Legislators

President Designate Andy Gardiner
Speaker Designate Steve Crisafulli
Senator Don Gaetz
Senator Bill Galvano
Senator John Legg
Senator Kelli Stargel
Representative Marlene O'Toole
Representative Erik Fresen
Staff

- Questions by Board

90 DAY ACTION PLAN

Local

- Lobby team hear current issues/concerns from Seminole County School Board members and staff
- Lobby team deliver a brief on state-wide issues for the School Board
 - Florida Budget “deep dive”
- Host an in-district local delegation meeting

Tallahassee

- Pre-Session meetings
 - Committee Chair meetings
 - Legislative Staff—policy and budget
 - Department of Education Staff
 - Executive Office of the Governor—policy and budget
 - Monitor meetings that effect SCSB:
 - State Board of Education meetings
 - Legislative committees
 - Economic and Demographic Research conferences
 - Monitor bills as filed

Constant Communication

- Monthly Reports submitted the first Monday of every month
- Weekly Reports submitted during Interim Committee Weeks and the Legislative Session
- Final Report submitted at the conclusion of Legislative Session



**THE SCHOOL BOARD OF SEMINOLE SCHOOL BOARD FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT
400 E. Lake Mary Boulevard
Sanford, FL 32773-7127**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
ACKNOWLEDGEMENT**

POSTING DATE:
October 3, 2014

PURCHASING CONTACT & TELEPHONE:
Cheryl Olson, P: 407-320-0243; F: 407-320-0474
Cheryl_Olson@scps.k12.fl.us

RFQ TITLE & NUMBER:
Professional Legislative Advocacy Services, 14150027SQ

RFQ DUE DATE & TIME:
October 17, 2014, 3:30 PM

NOTE: RFQS RECEIVED AFTER THE RFQ DUE DATE AND TIME WILL NOT BE ACCEPTED.

The School Board of Seminole School Board, Florida, solicits your company to submit a RFQ on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A RFQ will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions or attached hereto, the Special Conditions will have precedence. **All RFQs must have an authorized signature in the space provided below.** All RFQs must be sealed and received in The School Board of Seminole School Board Florida Purchasing Office at 400 East Lake Mary Boulevard, Sanford, Florida, by the "RFQ Due Date & Time" referenced above. **All envelopes containing sealed RFQs must reference the "RFQ Title", "RFQ Number" and the "RFQ Due Date & Time".** The School Board is not responsible for lost or late delivery of RFQs by the U.S. Postal Services or other delivery services used by the Proposer. RFQs may not be withdrawn for a period of sixty (60) days after the RFQ due date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RFQ. RFQS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

COMPANY NAME: Metz, Husband & Daughton, P.A.

MAILING ADDRESS: 215 S. Monroe Street, Suite 505
Tallahassee, FL 32301
CITY, STATE, ZIP

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN): 59-3614330

TELEPHONE NUMBER: (850) 205-9000 FACSIMILE NUMBER: (850) 205-9001

EMAIL: whh@metzlaw.com

I CERTIFY THAT THIS RFQ IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER SUBMITTING A RFQ FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS RFQ AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFQ FOR THE PROPOSER.

AUTHORIZED SIGNATURE: *Warren H. Husband* TYPED OR PRINTED NAME: Warren H. Husband

TITLE: Managing Shareholder DATE: October 16, 2014

(Rev. 06/2012)

ORIGINAL

METZ ■ HUSBAND ■ DAUGHTON PA
ATTORNEYS AND ADVISORS

GREGORY K. BLACK
JAMES R. DAUGHTON, JR.
PATRICIA B. GREENE*
WARREN H. HUSBAND
ALLISON LIBY-SCHOONOVER*
AIMEE DIAZ LYON
STEPHEN W. METZ
ANDREW T. PALMER*

**Governmental Consultant-
Not a Member of the Florida Bar*

Ms. Cheryl Olson
Director of Purchasing & Distribution Services
SCPS—Educational Support Center
400 East Lake Mary Boulevard
Sanford, FL 32773

Re: Request for Statement of Qualifications – RFQ #14150027SQ

Dear Ms. Olson:

The law firm of Metz, Husband & Daughton, PA ("MHD") is pleased to submit our statement of qualification to The School Board of Seminole County ("SBSC") to provide state governmental representation, consulting and lobbying services to promote SBSC's policy goals and program needs before the Florida Legislature and executive branch agencies in Tallahassee. Our client services team will provide SBSC with state legislative support through MHD's Tallahassee office.

Our firm is headquartered in Tallahassee, Florida, and members of our lobbying firm have extensive experience in assisting local governmental entities in pursuing their goals. Further, SBSC will have ready access to our extensive skills and experience in the state appropriations, grants, regulatory, and legislative processes. As you will see from the attached proposal, our team has vast experience in representing corporate, county and municipal clients before the state executive, legislative and judicial branches of state government. Among our proposed team to serve SBSC, my colleague, Allison Liby-Schoonover, has extensive experience in education policy and appropriations from her previous role as staff member to the state legislative leadership.

The SBSC has a system to be proud of: high-performing students, teachers, and schools who deserve access and resources to continue their excellent performance. We believe we can be strong advocates representing SBSC's strong success at the state level. Further, because of the depth of our practice and our extensive knowledge and experience in myriad state and local education issues, MHD is poised to assist SBSC immediately.

We appreciate the opportunity to submit our credentials to SBSC for consideration in this regard and look forward to the possibility of representing your interests in Tallahassee. After you have reviewed our qualifications, please do not hesitate to contact us directly at (850) 205-9000 with

REPLY TO:

Post Office Box 10909
Tallahassee, Florida 32302-2909

215 South Monroe Street, Suite 505
Tallahassee, Florida 32301

Telephone: (850) 205-9000

Facsimile: (850) 205-9001

questions or comments. The MHD team would be extremely proud and consider it a privilege to represent The School Board of Seminole County.

Sincerely,



Warren Husband
Managing Shareholder

ORIGINAL

METZ ■ HUSBAND ■ DAUGHTON PA
ATTORNEYS AND ADVISORS

Related Contracts and Firm Experience

Metz Husband & Daughton, P.A. (MHD) is a law firm uniquely positioned to solve our clients' legislative, legal, and regulatory goals. Since the legislative and legal arenas often overlap, our team of lawyers and government consultants have the experience, relationships, credibility, and legal expertise required to successfully represent our clients before all three branches of government: the Legislature, the Cabinet and executive agencies. From identifying, passing, amending and/or defeating legislative and regulatory proposals affecting our clients' business, to keeping them informed of political and substantive issues and helping to implement our clients' business strategies via the state procurement process, we take the time to work with each client individually in order to develop a custom strategy that best suits their specific needs.

As state legislative counsel to numerous Fortune 500 businesses and statewide trade and professional associations, we provide a variety of services necessary to engage in legislative problem-solving on behalf of our clients. Our team members include former General Counsels to various statewide associations, a former Deputy Chief of Staff to a Florida Governor, a former state political party Executive Director, former legislative staff members, and association executives.

Whether solving our clients' legislative or legal problems, our firm has a demonstrated record of success, evident by the fact that our client relationships are long-lasting, with some extending for over 30 years. We are proud of this heritage and, with our experience and substantive knowledge; we are committed to carrying on this tradition of government problem-solving.

Qualifications and Abilities of Proposed Term

Metz, Husband, and Daughton Background

The firm of Metz, Husband & Daughton is a trusted partner with our clients. They respect our ethics and professionalism and benefit from our desire to passionately advocate and achieve success. The team consists of 8 lobbyists; 5 attorneys and 3 governmental consultants. We employ the talents of the entire team to ensure the best value for our clients, but have a substantive day-to-day contact for each client. In the era of Legislative term limits with ever-changing Legislators and staff, we believe our client service approach is most successful.

MHD is consistently among the state's top lobbying firms as well as among the top political fundraisers. Our level of involvement, both politically and in developing policy, has allowed us great access to key policy makers. This level of access has afforded us a stellar reputation with elected officials and government employees, a source of pride for us. MHD is able to provide opportunities for our clients with both members of the Florida Legislature and agency heads within countless state agencies due to our relationships. SBSC is sure to benefit from our strong ties and broad network of relationships.

Seminole County Schools have a proven track record of being one of the highest-achieving districts in the state through top rankings in the district and school grading system and nationally competitive performance rates in AP, IB, FCAT, graduation rates, and school facility utilization. Under the leadership of SBSC, the students, teachers, and schools of Seminole County have time and again

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ATTORNEYS AND ADVISORS

proven they are at the top of their game. The team at Metz, Husband and Daughton is uniquely qualified to represent The School Board of Seminole County. Individually our team members are strong in their respective areas; with our combined force we bring expertise with a holistic approach and are trusted advisors to our clients. At the end of this section are the individual profiles of our team members which demonstrate how our diverse backgrounds and expertise would be critical to fluent representation of SBSC.

The MHD team will advise members of the Legislature, the Governor and executive branch entities, as well as staff of SBSC's objectives. The MHD team will also coordinate with relevant associations, including the Florida School Board Association and Florida Association of District School Superintendents on state-wide issues that would impact SBSC.

Unique Qualifications

While we have a broad array of clients, our experience in the education arena has been unique. In the most direct sense we are in the education space through our representation of a Florida College System institution. Below are just a few direct examples of our work in the education arena:

- In a short time, we have become a trusted advisor to the State College of Florida (SCF) through our diligent efforts in protecting the mission of the FCS institutions. This includes protecting currently offered baccalaureate degree programs, expanding student enrichment programs such as dual enrollment, and advocating for increased base funding. A major victory we obtained for SCF was through our work to obtain \$10 million in capital funding for a library facility on their campus.
- Through our representation of the world's largest technology company, Microsoft, we have worked on policies designed to employ technology in the classroom and to prepare students for the new workforce. Opportunities included testifying in committees, providing input on draft legislation, and identifying success stories through student achievement of industry certifications.
- We have also worked on education funding on behalf of the Florida Restaurant and Lodging Association including securing support for the Hospitality Education Program for workforce training and transition programs to benefit students wishing to pursue careers in the hospitality industry. We secured trust fund dollars to support this program and succeeded in making it a recurring part of the Department of Business and Professional Regulation's base budget.
- The Associated General Contractors under our advisement have seen success with expanded Public Education Capital Outlay funding to construct new facilities or maintain or renovate existing structures as well as monitoring the education and training requirements for AGC members. Through our efforts, AGC successfully participated in increasing the funding for Future Builders, an apprenticeship education program to encourage high school students to seek careers in the professional construction industry. Additionally, success was seen through the establishment of the Florida Concrete Masonry Council as a non-profit direct support organization with the power to plan, implement, and conduct educational programs in related fields.

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If selected to represent SBSC, we have the unique ability to put SBSC as our top K-12 education priority, and bring our expertise from years of working on education policy to bear on your behalf. Additionally, we have no other competing interests with any other local government entity in the Central Florida region.

We believe we have a particularly strong asset in our team member Allison Liby-Schoonover due to her exceptional education policy expertise and political acumen. A graduate of Partin Elementary School, Jackson Heights Middle School, and student at Oviedo High School, she later became a public school teacher and obtained her Master's Degree in Education at the University of Pennsylvania. Her political and policy experience stems from working for the Senate Leadership from 2011-2014 in the education policy area. Closely tied with education policy and appropriations staff, she intimately saw the legislative process from the inside. Additionally, she has a unique perspective in effective lobbying strategies having worked with many of the advocates who represented school districts across the state to legislative members and committee staff.

Finally, in addition to legislative representation, the RFQ seeks to also have a firm that can address regulatory concerns. Metz, Husband & Daughton is different than many other lobbying firms in that we are a strong law firm with a history of administrative and regulatory representation. In order to best work with SBSC, we would advise the Board on potential regulatory issues developed by the Tallahassee bureaucracy and the necessary steps to impact any potential administrative or regulatory issues that arise.

Metz, Husband and Daughton Team Profiles

Greg Black

Greg Black is an attorney who works in the legislative affairs, administrative rulemaking, and state procurement areas of the firm. Greg previously represented the Florida Bankers Association and advocated on behalf of financial institutions of all sizes. In his role with the FBA, Greg focused primarily on issues concerning financial services, insurance and business entities. He earned his B.S. in Criminology with a minor in Business from the Florida State University. Greg graduated from the Florida State University College of Law.

James R. "Jim" Daughton, Jr.

Jim Daughton practices in the legislative affairs and administrative rulemaking areas of the firm with an emphasis on financial services, technology and healthcare. Throughout the course of his professional career Jim has represented Fortune 500 companies, Florida-based businesses and professional associations. Jim serves on the Advisory Board of the Florida Chamber of Commerce Political Institute and chairs the Florida Chamber's Free Enterprise PAC. Jim graduated, with high honors, from the Florida State University College of Law. He earned his B.A. in political science from Stetson University.

Patricia Greene

Patricia Greene serves as a Senior Policy Advisor who practices in the legislative affairs and administrative rulemaking areas of the firm. She represents clients before the legislative and executive branches of government, in addition to coordinating a multitude of legislative, political and fundraising activities. Patricia has been active in the legislative process since 1981. Throughout the course of her professional career Patricia has represented Fortune 500 companies, Florida-based businesses, professional associations and not-for-profit organizations.

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Warren H. Husband

Warren is a shareholder and member of the administrative law, legislative & governmental affairs, and civil litigation sections of the firm. He regularly represents clients before a broad spectrum of state agencies, and has extensive trial experience before the Division of Administrative Hearings. Warren provides legal expertise in a wide variety of regulatory areas, including state contracting and procurement, affordable housing development, election law and ethics matters, insurance regulation, pari-mutuel gaming, and alcoholic beverage regulation.

Allison "Alli" Liby-Schoonover

Alli Liby-Schoonover is a Senior Policy Advisor who practices in the legislative affairs and administrative rulemaking areas of the firm. A former public school teacher and graduate of the University of Pennsylvania with a Master of Science in Education, her expertise in state-level education policy and budget was honed during her years as a staff member to Legislative leadership. She has also served as a political fundraiser to Senate leadership raising historic levels of campaign funding. Alli earned her dual Bachelor of Arts degree in American Studies and Political Science from Florida State University.

Aimee Diaz Lyon

Aimee Diaz Lyon is an attorney with over 12 years of experience in legislative and governmental affairs. She represents clients before the legislative and executive branches of Florida government, including regulatory boards and commissions, with an emphasis on health care and judiciary issues. Prior to joining Metz, Husband and Daughton, Aimee served for seven years as legislative counsel for a large statewide legal association. Aimee earned her Juris Doctorate from the Florida State University College of Law and earned a dual Bachelor of Arts degree in Government and Spanish from Dartmouth College.

Steve Metz

Steve is a shareholder and is extensively involved in the legislative section of the firm. He has over 35 years of experience in the legislative process. Steve practices in the areas of legislative, governmental, and administrative. Steve is a former legislative staff member and a former Assistant Attorney General. He was the General Counsel of the Florida Home Builders Association from 1976 to 1981 and the General Counsel of the Florida Chamber of Commerce from 1981 to 1985. Steve received his Bachelor's Degree in Journalism with honors from the University of Florida and earned his Juris Doctor at the Florida State University College of Law.

Andy T. Palmer

Andy Palmer has more than a decade of experience in Florida politics and government. In the early part of his career, Andy served as the Chief Policy Analyst for Health and Human Services in the Office of Policy and Budget under Governor Jeb Bush. He also held a variety of positions in the Florida House including Legislative Analyst in the House Majority Office and Staff Director of the House Health Care Regulation Committee. From 2005 – 2006, Andy served as the Republican Party of Florida's (RPOF's) Executive Director for Political Affairs. Andy also was in charge of political strategy for the House Republican Caucus and was instrumental in securing a Republican Supermajority in the Florida House in 2010. Most recently, Andy served as Executive Director of the RPOF for the late Chairman Dave Bitner and Governor Rick Scott. In addition to his role as a Senior Policy Advisor at MHD, he serves as a top political advisor to incoming House Speaker Steve Crisafulli.

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Knowledge of Florida Public School Objectives and Legislative Priorities

MHD's unique team composition brings a wealth of knowledge and experience in both issues facing local government entities and public officials, and has a particular strength in education policy.

With almost 60 schools and approximately 67,000 students, the School District of Seminole County faces unique challenges. Below is an outline of our perspective on current issues facing local school districts as well as those issues we believe are developing in the short- and long-term.

Current Legislative Issues Facing Public School Districts

With the primary goal of educating Seminole County students with the skillsets to compete in the global economy, we believe the district faces the following issues:

- **Accountability framework for Schools and Districts:** flexibility is imperative for schools in the transition to the new school grade model, but it is even more critical for accurate measures that are transparent for schools, teachers, and families.
- **Assessments:** the implementation of the new state-wide, standardized test, end-of-course assessments, as well as identifying and utilizing concordant scores of other valuable third-party assessments (i.e.: Advanced Placement, SAT/ACT, industry certifications).
- **Funding:** ensure that students are equitably funded through federal, state, and local dollars to achieve high-quality education outcomes, this includes:
 - Protecting funding for core instructional programs,
 - Support continued bonus funding such as AP/IB program funding and other means of performance,
 - Expand funding for enriched student experience: dual enrollment, collegiate high schools, virtual options, and more,
 - Compensate teachers in a fair and competitive way,
 - Fund capital projects and support the existing public school infrastructure.
- **Choice:** ensuring Seminole County families have options for their child's education but maintaining a high level of compliance expectations and accountability for charter schools and other choice options including virtual education.
- **Protect the Constitutional authority of school boards to "operate, control and supervise" all public schools in the districts they are elected to represent.**

A Forecast for Legislative Issues in 2015

Hundreds of education bills will be filed during the incoming Session, members from across the state will push policies that directly impact SBSC's work serving the students and families of Seminole County. New issues will arise, creative solutions will be offered, and old issues will resurface. Below are hot topics that we anticipate will be priority issues for the returning House and Senate members who will be filing bills in the 2015 Legislative Session. It will be imperative for SBSC to have a comprehensive strategy to address and influence each of these issues.

- **Expansion of Virtual and Online education:** retain authority of district to prioritize selection options for students, quality of instruction and instructors, credit transfers, funding
- **Exceptional Student Education**
 - Personal Learning Accounts

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- Repeal of the Special Diploma
- Charter Schools: accountability for state funding, equity
- Technology: ensuring funding and strategic planning for infrastructure and devices as well as integrating technology into academic instruction
- Funding: protecting traditional public schools through maintaining current funding and increasing public school share of Public Education Capital Outlay funds

On-going Legislative Issues Facing Florida Public School Districts

- State-wide, standardized assessments and end-of-course assessments
- School grades
- District grades
- Classroom and district technology
- Teacher compensation, support, and evaluation
- Curriculum and standards
- Class size compliance
- Federal and state funding
- Federal and state mandates
- Safety: appropriate funding; partnerships with law enforcement and other community advocates; and communication with schools, students, and families
- Accessibility: Special Education, English language learners, VPK and School Preparedness
- Student enrichment programs: including (but not limited to) academics, athletics, and other extracurricular activities

Methodology and Approach

The following plan details the approach that MHD would take as advocates for SBSC. The communication strategy is key in ensuring SBSC receives high quality representation at the state level.

Initial Meeting

If selected to represent the SBSC, the first order of business would be to meet with School Board staff and elected officials to develop the School Board's annual list of goals and priorities. These will be broken down into target areas and a timeline, such as immediate targets, short-term targets and long-range targets and goals. This strategic plan will serve as the roadmap for both the SBSC team and the MHD team. This plan will be revised annually to accommodate the unique needs at the local level as well as consider state-wide education trends.

Precise deliverables from this meeting will be centered on a timeline of action for the MHD team and include a formal strategy, legislative and executive priorities, and draft talk points.

On-Going Strategy

In addition to the initial meeting, MHD will have constant availability in Tallahassee for School Board Members and constituents. MHD will identify and communicate opportunities for SBSC leadership

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to participate in the legislative process, either through correspondence or in-person testimony at committee meetings or with Legislators.

Another component of the Legislative strategy will be member outreach both with the local Seminole County delegation as well as key influencers such as Chairs of policy and appropriation committees. This would include meetings with key education policy and appropriations staff in the Department of Education, Governor's Office, and the Legislature.

Finally, MHD will assist in developing opportunities for SBSC to tell its success story as a designated "Academically High-Performing School District" and be used as a model for other school districts. This would likely manifest in opportunities such as committee testimony, offering input on developing legislation, or possible pilot program opportunities. MHD will also explore partnership opportunities for SBSC with private sector and education foundations active at the state level who desire to work with the high-ranking schools of Seminole County.

Active Communication

The MHD team will actively seek information that may impact SBSC. We believe that constant, reliable written communication is a deliverable that is of value to the SBSC, and will demonstrate the strong return on investment in our firm.

Monthly Reports submitted the first Monday of every month. This includes:

- Legislative updates including committee assignments, monitoring of bills as filed, political updates
- State Agency action such as promulgation of rule, legislative budget requests, etc
- Monitoring of the State Board of Education meetings
- Opportunities for SBSC officials to participate in committee meetings and individual conversations with legislators and Department of Education leadership and staff
- Updated aggregate state financial and economic information

Weekly Reports submitted during Interim Committee Weeks and the Legislative Session. These reports will be based on legislative action with the goals of being informative and reliable for the Board:

- Track SBSC's Legislative priorities
- Identify bills effecting SBSC as they are filed
- Monitor appropriations process
- Committee meetings of the House and Senate
- Political updates

Final Report submitted at the conclusion of Legislative Session:

- Assess the success of legislative priorities
- Analyze appropriations effecting SBSC
- Analyze legislation effecting SBSC

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Schedule of Fees

The \$50,000 that the School Board of Seminole County has budgeted is adequate to cover the Metz, Husband and Daughton fees. This would be inclusive of costs and fees for total representation. This amount shall be paid in monthly installments following invoices from our firm.

ATTACHMENT- 2
RFQ# 14150027SQ

REFERENCES

Provide references of at least 4 entities for which you have provided similar services. References shall include organization name, contact name, telephone number, fax number, and email address. Include a brief statement of service provided and effective dates.

Reference # 1

Client Name: State College of Florida, Manatee-Sarasota Contact Name: Dr. Carol Probstfeld, President
City / State: Bradenton, Florida Phone #: (941)752-5201 Fax #: (941)758-6830
Email: probstc@scf.edu
Scope of Services Provided: Legislative & Executive Advocacy, emphasis on appropriation needs
Date(s): 2013 - Present

Reference # 2

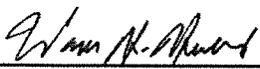
Client Name: Microsoft Corporation Contact Name: Terrance Herron
City / State: St. Louis, Missouri Phone #: (410)707-9023 Fax #: (314)991-8762
Email: therron@microsoft.com
Scope of Services Provided: Legislative & Executive Advocacy, education funding and policy emphasis.
Date(s): 1999 - Present

Reference # 3

Client Name: American Express Company Contact Name: Joseph Testa
City / State: Washington, D.C. Phone #: (202)434-0155 Fax #: (202)624-0775
Email: joseph.s.testa@aexp.com
Scope of Services Provided: Legislative & Executive advocacy, emphasis on state regulations.
Date(s): 2002 - Present

Reference # 4

Client Name: Florida Restaurant and Lodging Association Contact Name: Carol Dover
City / State: Tallahassee, Florida Phone #: (850)224-2250 Fax #: (850)224-9213
Email: cdover@frla.org
Scope of Services Provided: Legislative & Executive advocacy, emphasis on appropriations and state regulations.
Date(s): 1989 - Present

Proposer's Signature:  Printed Name/Title: Warren H. Husband, Managing Shareholder

Company Name: Metz, Husband & Daughton, P.A.

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ATTACHMENT - 3
RFQ# 14150027SQ

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFQs which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature:  Printed Name/Title: Warren H, Husband, Managing Shareholder

Company Name: Metz, Husband & Daughton, P.A.
RFQ 14150027SQ – Professional Legislative Advocacy Services Page 11 of 11

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