



Financial Services Department
www.SarasotaCountySchools.net
1960 Landings Blvd., Sarasota, FL
34231
941-927-9000 • Fax 941-927-4017

MEMORANDUM

TO: School Board Members
Lori White, Superintendent

FROM: Mitsi Corcoran, Chief Financial Officer

DATE: September 15, 2016

RE: **Workshop Discussion - Lobbyist Procurement Process**

For your read ahead, enclosed please find a memorandum from myself to Superintendent White on August 26, 2016 on the process to procure state legislative services for Sarasota County Schools. It describes the options available to the School Board including an expanded role by the School Board from our normal Request for Proposal (RFP) process to provide more input and review during proposal evaluation. Also enclosed is a list of Florida School Districts who responded to a survey by the Purchasing Department on competitively solicited legislative/lobbyist services. These contracts would be available as a piggyback procurement option. A copy of a contract with Collier County Schools that is below the \$50,000 competitive solicitation threshold is also attached for your reference.

Joining me in the discussion will be Mr. Vern A. Pickup-Crawford, President and Consultant, Schoolhouse Consulting Group, Inc. (biography attached). His extensive experience in K-12 education, as a school district administrator and a legislative lobbyist, provides him with the unique expertise of knowing what school districts should, and should not, be looking for when hiring a consultant to represent their interests in Tallahassee as well as what is required, from the consultant's perspective, to develop effective working partnerships. Mr. Crawford prepared a list of criteria to be considered when contracting with a legislative liaison as well as items he believes will likely be issues in the 2017 legislative session.

MEMORANDUM

TO: Lori White, Superintendent

FROM: Mitsi Corcoran, Chief Financial Officer

DATE: August 24, 2016

RE: **Procurement options for School Board State Legislative services**

In response to your request for information on the procurement of state legislative services, I asked Renee Hayes, Purchasing Manager, to survey other school districts to find the method used to procure their state legislative services firm(s) and the results of their efforts. In addition to school districts, Purchasing staff inquired on other Florida governmental entities to determine their form of procurement and the vendors awarded contracts for state legislative services. I reviewed Florida Statute 287.057 Procurement of commodities or contractual services, State Board of Education Rule 6A-1.012 Purchasing Policies, and School Board Policy 7.70 Purchasing and Bidding for additional guidance on the rules and regulations of school district purchases, the requirements for competitive solicitations and any available exemptions.

Carol Lichon and I also checked with Art Hardy to see whether the District could use the original Request for Proposal (RFP) for State Legislative services (RFP #15-0325 issued 08/04/2014) to negotiate with the next highest proposer, Southern Strategy Group, Inc. Unfortunately, this option is not available as Art confirmed that at the time the contract with Becker & Poliakoff was terminated in 2015 (copy of letter attached) the original RFP was also cancelled.

Based on the results of the research and the School Board policy requirement that competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or contractual services exceeding \$50,000, the following procurement options are available to the School Board:

1. State Board of Education Rule 6A-1.012(6) provides that in lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental

agencies, other district school boards, etc. at the same terms, conditions, and prices (or below such prices), and such purchases are to the economic advantage of the district school board.

This is most commonly referred to as “piggybacking” and is a routine procurement practice used by the District for items such as copier leases and mobile communications (State of Florida bids), fertilizers (Manatee County Schools bid), etc. This also provides for a faster turnaround time in the procurement process. A sampling of vendors that are being used by other Florida school districts, cities and counties include:

Contracting Entity	State Legislative/Lobbying Firm
Brevard County Schools	Capital City Consulting, LLC
Duval County Schools	Ballard Partners, Inc.
City of Miami Lakes	Southern Strategy Group, Inc.
City of Sarasota	The Color Nine Group, LLC
Charlotte County Government	Dean, Mead & Dunbar
Collier County Government	1. Fowler White Boggs, P.A. 2. GrayRobinson, P.A.
Marion County Government	Peebles & Smith, LLC

The enclosed table provides additional information on contracting governmental entities including detail on contract terms and cost.

2. Issue a new competitive solicitation. Based upon the feedback received by the Board Members when the original RFP was completed, I would recommend modifying our normal RFP process and procedures with those defined below to provide the Board with additional input and an expanded role in the selection process of a State Legislative services firm while remaining compliant with statutorily mandated procurement procedures.

Revised RFP Process for State Legislative Services:

- a. Have Board Members and District staff weigh in on the specifications and scope of the RFP document.
- b. Have Board Members and District staff provide a list of potential firms to specifically receive the invitation to propose in addition to the routine posting on Demand Star.
- c. Materials Management will respond to any proposer questions prior to the RFP due date.
- d. Pursuant to Florida Statute 287.057(16)(a)(1), once the RFP proposal period closes, an RFP committee made up of no less than three staff members will be convened to review the proposal submissions that Materials Management has deemed to have satisfied the specification requirements and identified as a responsive proposal.
- e. The committee members will individually assess each proposal based upon the evaluation criteria included in the RFP. The committee will meet to discuss the proposals and create a short list of proposers.

- f. The proposal documents from the short listed proposers will be provided to the School Board members for their review. The Board members and RFP committee members will provide any specific questions they have for the proposers to the Director of Materials Management who will generate a consolidated list of questions for use by the School Board and RFP committee members.
- g. The short listed proposers will be requested to make a presentation to the School Board and RFP committee at a regularly scheduled workshop. Each proposer will have a specified time period to introduce their firm and discuss their approach and strategy while School Board and RFP committee members will have an opportunity to ask questions.
- h. At the end of the proposer presentations, each member of the School Board will complete an evaluation form that ranks the proposers from highest to lowest in each of the evaluation criteria and will provide their ranking sheets to the Director of Materials Management. In addition, the RFP committee will provide their final ranking and evaluation of the proposers to the Director of Materials Management.
- i. The Director of Materials Management will compile the rank order of the proposers from each Board Member and the RFP committee, place a recommendation of award on the next available school board meeting agenda and post the award on the appropriate reporting venues.
- j. There shall be no further discussion or additional comment by the School Board or any member of the RFP Committee between the time of final proposer ranking at the Board workshop and when the agenda item comes before the School Board for approval at their regularly scheduled meeting.

If you would like to discuss these options further or have any questions, please do not hesitate to contact myself or Carol Lichon.

Encl.

SURVEY RESULTS

LOBBYING SERVICES	SARASOTA COUNTY SCHOOLS	BREVARD COUNTY SCHOOLS	BROWARD COUNTY SCHOOLS	DUVAL COUNTY SCHOOLS
What firm(s) do you contract with for lobbying services?	Becker & Poliakoff	STATE: Capital City Consulting, LLC	FEDERAL: Alcade & Fay, Ltd STATE: Becker & Poliakoff, P.A., Colodny, Fass, Talendfeld, Karlinsky, Abate & Webb, P.A	LOCAL, STATE, FEDERAL: Ballard Partners, Inc.
How did your district contract with the firm(s) (i.e. RFP, Piggyback, other solicitation method, etc.)?	RFP #15-0325	RFP #16-P-080-EP	RFP	ITN 04-16/TW
What is the annual cost of your contract for lobbying services?	\$72,000.00 annually based on 1,280 estimated hours	\$50,000.00 annually	\$343,581.00 FOR 30 MONTHS	\$7,500.00 monthly not to exceed \$90,000.00 annually
In addition to the above, is there any additional information you can provide to help with providing options to retain a firm?	Hourly Rates: Shareholders: \$300-\$500 per hour Sr. Attorneys: \$250-\$400 per hour Lobbyists (non-lawyers): \$250-\$400 per hour Associates: \$225-\$300 per hour Paralegals: \$125 per hour		These firms shall be experienced and knowledgeable in K-20 education, and shall be knowledgeable of performance accountability systems.	
Please send any documents you have, such as original solicitation, contract, board work, tabulation, etc.	See file	See file	RFP 14-037V, EE-7. RFP Amendment/Additional Spending Recommendation of \$500,000 or Less - 14-037V - Federal and State Lobbying Services	See file
Any other information you would like to send will be appreciated	Approved October 7, 2014 for a three year period with the option to renew for two additional one year periods. 1. Becker & Poliakoff 2. Southern Strategy 3. Mayernick Group Contract cancelled 06/07/2015	Contract term commenced on August 1, 2016 through July 31, 2019 with one two year renewal.	RFP 14-037V was approved on December 2, 2013, with a spending authority of \$126,581. The current recommendation is to increase the spending authority by \$217,000 to cover the spending for an additional year. This additional recommendation will provide a total spending authority of \$343,581 for this contract. New RFP Issued - contract expires December 2016	The initial six month term December 2015-June 2016 was \$100,000.00 A one year renewal is in effect until June 30, 2017 at the rate specified above.
LOBBYING SERVICES	PALM BEACH COUNTY SCHOOLS	PINELLAS COUNTY SCHOOLS	PUTNAM COUNTY SCHOOLS	SEMINOLE COUNTY SCHOOLS
What firm(s) do you contract with for lobbying services?	Ackerman, LLP	Swartzel Consulting	Southern Strategy Group	Meatz, Husband & Daughton, P.A.
How did your district contract with the firm(s) (i.e. RFP, Piggyback, other solicitation method, etc.)?	RFP Lobbyist Services 14C-004C	NEGOTIATION	NEGOTIATION	RFQ Professional Legislative Advocacy Services 14150027SQ
What is the annual cost of your contract for lobbying services?	\$80,000.00	\$65,000.00	\$4,000.00 monthly	\$50,000.00 annually
In addition to the above, is there any additional information you can provide to help with providing options to retain a firm?	*This RFP was recommended only to be rejected soon after. No further information.	It was decided by the Superintendent and board to retain the services of the employee that retired, an agreement was taken to the board as a consultant. The agenda item did not go through Purchasing.	Mr. Browning is actually a product of Putnam County Schools and contacted a Board Member who was the legislative contact. He worked on a specific project for us and the Board has continued to retain his services.	
Please send any documents you have, such as original solicitation, contract, board work, tabulation, etc.	see file	NONE	NONE	NONE
Any other information you would like to send will be appreciated	REJECTED - Continued Services With Existing Consultants	NONE	NONE	CANCELLED.



THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY
5775 Osceola Trail
Naples, Florida 34109

CONTRACT NUMBER: 16-737

Blanket Manual

9230
Req Center

Date
7/1/16
Req #

CONSULTANT NAME, ADDRESS AND PHONE #
Schoolhouse Consulting Group, Inc.
571 Kingsbury Terrace
Wellington, FL 33414
(561) 644-2439

V#	SHIP TO	SCHOOL OR DEPARTMENT	
23308		Human Resources	
FUND	FUNC	OBJECT	BUDGET CENTER
100	7200	310	9230
PROJECT		BID/QUOTE#	
LEGIS			

EDUCATIONAL CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT dated the 1 day of July, 20 16, between the District School Board of Collier County, Florida, (BOARD) and Schoolhouse Consulting Group, Inc. (CONSULTANT) recite the following mutually agreeable terms between the parties:

- TERM:** The term of this Agreement shall begin on July 1, 20 16, and shall terminate on June 30, 20 17. However, upon recommendation of the Superintendent of Schools, this Agreement may be terminated with or without cause after thirty (30) calendar days notification to the CONSULTANT. The CONSULTANT shall notify the BOARD, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. In the event the BOARD terminates the services of the CONSULTANT for convenience, the CONSULTANT'S recovery against the BOARD shall be limited to that portion of the compensation earned through the date of termination and the CONSULTANT shall not be entitled to any other or further recovery against the BOARD, including but not limited to, damages or any anticipated profit on portions of the work not performed.
- DUTIES:** The CONSULTANT shall report to and coordinate activities with the administrator (insert name) Ian T. Dean (ADMINISTRATOR) responsible for performance under this agreement. The specific duties shall be listed in narrative form and be attached to this agreement as APPENDIX "A."
- EXPENSES:** The BOARD shall not be liable or responsible for any expenses of the CONSULTANT. The BOARD considers the compensation enumerated in Item 4 to be all inclusive. Any and all expenses such as travel to, from and within Collier County, lodging, sustenance, materials, supplies and equipment necessary must be included into the daily rate or the per engagement fee. The BOARD is required by Internal Revenue Service regulations to report amounts paid to consultants and other service providers. The BOARD does not accept any responsibility for apportioning amounts paid to reflect any expenses of the CONSULTANT.
- COMPENSATION:**
 - The BOARD shall provide \$ 47,500 as compensation for the duties detailed in Appendix A. Payments may be contingent upon completion of individual phases of the assignment and payment shall be made in the amounts and phases set forth in Appendix A.
 - The CONSULTANT, upon completion of the specified duties, shall submit an invoice to the school system ADMINISTRATOR.
 - The BOARD shall issue payment within 20 days of receipt in the Business Office of the invoice certified for payment by the ADMINISTRATOR.
 - An IRS W9 form must be attached. Payments to individuals must reflect SS #. Payments to companies must reflect a taxpayer identification number.
- BENEFITS:** The BOARD shall have no responsibility or obligation whatsoever for Workers' Compensation, Unemployment Compensation, life insurance, health care, retirement or any other benefit of or to the CONSULTANT. The CONSULTANT shall be considered to be an independent contractor without any rights afforded to an employee. The CONSULTANT shall also be expected to provide all insurance coverage necessary to protect the CONSULTANT and any employees or agents of the CONSULTANT.
- INJURIES:** The CONSULTANT acknowledges the CONSULTANT'S responsibility to obtain appropriate insurance coverage for the benefit of the CONSULTANT and his/her employees. The CONSULTANT waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
- BULLYING AND HARASSMENT:** Vendor agrees to abide by provisions of Board Policy 5517.01 for non-tolerance of bullying and harassment of all students and employees.
- INDEMNIFICATION:** The CONSULTANT agrees to indemnify and hold harmless the District School Board of Collier County, Florida, (BOARD) from all claims, losses, expenses and fees including attorney, fees costs and judgments that may be asserted that are the result of the acts or omissions of the CONSULTANT or the CONSULTANT'S employees or agents.
- ASSIGNMENT:** The CONSULTANT'S obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the ADMINISTRATOR.
- INTELLECTUAL PROPERTY:** Intellectual Property shall be defined as copyrightable works, ideas, discoveries, inventions, applications for copyrights and patents. Any improvements to Intellectual Property held by the CONSULTANT, further inventions or improvements, and any new items of Intellectual Property discovered or developed under the terms of this Agreement shall be the property of the BOARD. The CONSULTANT shall sign all documents necessary to perfect the rights of the BOARD in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.
- TERMINATION:** Notwithstanding any other provision of this Agreement, the Superintendent may terminate this Agreement without the notice provided for by section 2 of this Agreement, for early completion of the project, financial exigency and or any just cause. In the event the BOARD terminates the services of the CONSULTANT for cause and it is determined for any reason that the CONSULTANT was not at fault or that its default was excusable, then the CONSULTANT'S remedies against the BOARD shall be the same as and limited to those afforded to the CONSULTANT under section 2 above.
- WAIVER OF BREACH:** The waiver by the BOARD of a breach of any of the provisions of this Agreement by the CONSULTANT shall not operate or be construed as a waiver of any subsequent breach.
- ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties. It may not be modified other than by a written agreement, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This agreement shall not be binding until all signatures are affixed hereto.
- SAVINGS CLAUSE:** If during the term of this Agreement, it is found that a specific clause is illegal under federal or state law, the remainder of the Agreement shall not be affected but shall remain in full force and effect.
- LAWS IN EFFECT:** This Agreement shall be governed by the laws of the State of Florida and any action to enforce any provision of the Agreement shall be filed in Collier County, Florida. Consultants shall be aware of and comply with the requirements of Florida Statute 119.0701 in regards to their responsibility to retain public records.
- All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For CONSULTANT [Signature] Date 8/9/2016
Signature
Vernon A. Pickup-Crawford
Print Name
571 Kingsbury Terrace
Address
Wellington, FL 33414
20-0210864 (EIN)
SS# or TIN

For BOARD
The District School Board of Collier County, Florida
[Signature] 8/9/2016
Deputy Superintendent Date
Associate Superintendent for Curriculum and Instruction Date
Other Title: _____ Date

[Signature]
ADMINISTRATOR, The District School Board of Collier County

8/9/2016 Date
PO# 17001597

Date _____
Certification of Completion _____

EXHIBIT A TO EDUCATIONAL CONSULTANT'S AGREEMENT

I. Introduction:

From the period July 1, 2016, through June 30, 2017, Consultant, Schoolhouse Consulting Group, Inc., ("Consultant") shall undertake and provide governmental and legislative representation and advice to the District School Board of Collier County ("the District"). Such representation shall include lobbying related services in accordance with Florida, especially F.S. §11.045 and F.S. §112.3215. Consultant will register on behalf of the District as its principal in accordance with Florida law.

II. Consultant's Duties and Responsibilities:

Consultant will undertake, perform, and focus on the following services, and any others that might, from time-to-time, be necessary:

- Coordination with designated Board members and staff in the preparation, communication, and advocacy of the School Board's legislative program for 2017, both federal and state, for School Board approval and dissemination, including presentation to the Collier County Legislative Delegation;
- Periodic written and verbal reports as requested and scheduled for Board Members and staff;
- Distribution of "FYI's" from sources available to SCGI concerning state and federal issues to the district (Superintendent or designee) on a routine basis;
- Arrangement of meetings as requested by Board Members and staff with individual legislators including any pre-session committee meetings this calendar year;
- Wrap-up session on results of the 2017 regular Florida session and as well as Congressional results for 2016, and the first six months of 2017;
- Tracking and reporting on activities of legislative and executive branches as well as Congressional activities through June 2017;
- During the term of this Agreement, in the event Consultant would need legislative, governmental, and lobbying related support services, Consultant shall subcontract with a recognized lobbying firm at its discretion. Consultant will be responsible for (a) ensuring any such person who is employed by such firm and involved in the provisions of lobby services be duly registered in accordance with Florida law; (b) entering any such subcontracting agreement; and (c) payment of any and all fees and costs associated with the subcontract;
- Consultant will apprise the District of the names of all persons with whom it is working in the provision of services, including those who will be registered as a lobbyist on behalf of the District, related to the terms of this Agreement; and
- In the event of any actual or perceived conflict of interest, Consultant will promptly notify the District and make every reasonable effort to resolve the issue.

III. District's Duties and Responsibilities:

- Designate primary point-of-contact for two-way communications to the Superintendent, School Board Members, and appropriate staff on legislative issues and materials;
- Provide directory of key staff (phone/email) and after-hours contact numbers for possible use during the session;
- Analyze and provide feedback (immediate during the session) on impact to the District of specific bills and appropriations proposals; and
- Provide "heads-up" on any issue(s) in which you or the School Board have a specific concern or interest.

IV. Payment:

In consideration of the foregoing, Consultant will be paid the sum of \$47,500. Such amount will be paid as follows: (a) \$15,000.00 upon acceptance of this Agreement; and (2) two payments of \$16,250.00 to be invoiced and paid in January 2017 and April 2017, respectively.

Vernon A. Pickup-Crawford
President and Consultant
Schoolhouse Consulting Group, Inc



Vern Pickup-Crawford has been President and Consultant of Schoolhouse Consulting Group, Inc., for the last twelve years after a 33-year career in various curricular, instructional and policy roles as a Palm Beach County school district administrator. He began his government relations work in 1974 following Legislative enactment of the Florida Education Finance Program.

He's continued his legislative lobbying work for Palm Beach at the local, state and federal levels. He currently represents Charlotte, Collier and the Treasure Coast school districts (Martin, Okeechobee, St. Lucie with Palm Beach) in Tallahassee. He has specialized in K-12 education legislation for 29 regular sessions—the last 20 consecutively since 1997—in Tallahassee.

He is a native of West Palm Beach and graduated from high school there. He holds degrees from Florida State and Florida Atlantic Universities and resides in Palm Beach County with his spouse, a library/media specialist retired from the school district. His son is a Palm Beach County public school graduate and his grandson attends elementary school in Polk County.

Vernon A. Pickup-Crawford
Schoolhouse Consulting Group, Inc.
571 Kingsbury Terrace
Wellington, FL 33414
(561) 644-2439 (ofc/cell)
(561) 798-9948 (fax)
vacrawford@msn.com

Some Factors for Consideration in a Legislative Liaison Agreement- Draft

- Defining collective school board expectations—consensus on “job description” specific to issues/needs of Sarasota Schools
- Handling of information and data flow to and from board/district and executive/legislative branches (elected officials, staff, etc.)
- Access/availability between board/staff and the liaison; ability for liaison to become an extension of the district
- Keeping board/staff informed (daily? As warranted? End-session wrap?)
- Coverage of applicable federal education legislation/rules
- Specific for 2017, importance of Constitutional Revision Commission to the board/staff (starts after 2017 session ends, for about 10 months)

- Background and degree of working knowledge of proposer relative to PreK-12 education at local, state and federal levels;
- Specific experience proposer has in Prek-12 education advocacy/lobbying
- Specific experience in Prek-12 education (required, preferred, not important)
- Knowledge of proposer of Florida education law (Chapters 1000-1013, specifically), familiarity with State Board of Education (SB) rule-making process, and working knowledge of FLDOE functions
- Demonstrated relationship with education entities such as FSBA, FCSBM, FADSS, FASA, FEA, FELL
- Conflict of interest with other clientele

Likely 2017 Issues

- Implementation of Every Student Succeeds Act (ESSA)
- State/local revenues and required expenditures under the Florida Education Finance Program
- Funding and restrictions for capital outlay (construction and maintenance)
- Expansion and accountability of choice programs
- Duties and powers of school boards
- Curricular/operational mandates (courses, recess, school hours, etc.)