

RFP No. 2014-R0014

BIDDER: _____



LOBBYING SERVICES

FOR THE

GOVERNMENT RELATIONS DEPARTMENT

AT

**COLLEGE of DuPAGE
COMMUNITY COLLEGE DISTRICT NO. 502**

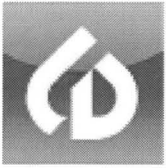
DEADLINE FOR QUESTIONS: Tuesday, September 30, 2014 at 5:00 p.m

RESPONSES DUE: Tuesday, October 7, 2014 at 2:00 p.m.

DELIVER PROPOSALS TO:

**COLLEGE of DuPAGE
PURCHASING MANAGER
ROOM BIC 1540
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137**

**ISSUED BY THE
PURCHASING DEPARTMENT**



Request for Proposals

For

Lobbying Services for the College of Dupage

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

It is the intent of the College of DuPage by issuing this **Request for Proposals** (RFP) to secure lobbying services for College of DuPage.

The lobbying firm shall prepare letters and testimony, make appointments, monitor legislative and executive activity, and communicate effectively with both the College of DuPage and its delegation and their staff, as well as groups who share specific interests with the College of DuPage. These activities shall be conducted in furtherance of the College's legislative and executive agenda.

1.2 ISSUING OFFICE

This **RFP** is being issued by the Office of the President, College of DuPage.

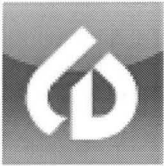
1.3 PERTINENT DATES

RFP Due Date: Responses to this **Request for Proposals must be received by the Purchasing Department by 2:00 p.m. Tuesday, October 7, 2014.**

1.4 INQUIRIES

All inquiries regarding this **RFP** must be submitted by e-mail: andersons270@cod.edu by 5:00 P.M. no later than one week prior to the due date noted in Section 1.3.

The College of DuPage Purchasing Department will respond in writing to all written inquiries submitted within the specific time frame.



1.5 INCURRING COST

The College of DuPage will not be held responsible for any costs or expenses incurred by the lobbying firm in preparation and production of an RFP.

1.6 REJECTION OF RFP

The College reserves the right to reject responses to this Request for Proposal submitted hereunder for any reason.

1.7 ADDENDA TO RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished by e-mail to all prospective respondents. Failure to acknowledge receipt of addenda in accordance with the instruction contained in the addenda may result in a proposal not being considered.

1.8 PROPRIETARY INFORMATION

The College of DuPage is committed to full compliance with the Freedom of Information Act. The College of DuPage retains the right to disclose the name of any or all proposers, their proposals, and any other information that is pertinent to the selection of the lobbying firm. It is the responsibility of proposers to exclude proprietary information, trade secrets or other information, the public disclosure of which would cause harm to the proposer.

1.9 PRIMARY QUALIFICATIONS

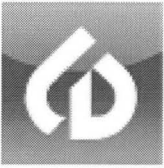
The lobbying firm must acknowledge that they will be fully responsible for the activities that occur in connection with this engagement regardless of political parties, districts, Committees or Subcommittees, or individuals contacted or lobbied in connection with this engagement. The successful firm must commit to *at all times* represent the College of DuPage with decorum and integrity.

The lobbying firm must have successful experience as a lobbyist for Colleges/Universities or other organizations of a similar size or with similar needs as the College of DuPage. The firm and its representatives must have knowledge of legislative Committees, Subcommittees and leadership by topical area. They must be effective in verbal communication with the College's legislative delegation and staff.

1.10 KEY PERSONNEL

Lobbying firms responding to this RFP must clearly explain and identify, in detail, the services they provide and identify the qualifications of the individuals involved in those services.

All key personnel must be identified in a project organization chart. The key personnel identified on



the organization chart must provide a resume indicating the experience of that person in the lobbying field.

1.11 AVAILABILITY OF FUNDS

Any contract to be awarded to a qualified lobbying firm to represent COD is contingent upon the availability of funds. In the event funds are not available, a contract will not be awarded.

1.12 AMBIGUITY IN THE **REQUEST FOR PROPOSALS**

Prior to submitting the **RFP**, the lobbying firm shall be required to bring to the College's attention any ambiguities discovered herein. Claims for clarification made less than one week prior to the submission date, as indicated in Section 1.3, or after the date of the submission will not be entertained.

In the event of any ambiguity between the College's **RFP** and the Proposer's proposal, then whatever shall be more favorable to the College shall prevail and take precedence.

1.13 PROJECT SCHEDULE

The lobbying firm, if awarded a contract for provision of services, must indicate their ability to undertake the scope of services as further defined in Section 2.0, within 15 days of receiving the official notice to proceed.

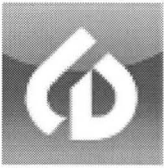
2.1 SCOPE OF SERVICES

The lobbying firm shall provide sufficient documentation that they are qualified to represent the College in the manner providing them with the maximum opportunity to advance its agenda. Such representation shall include the following activities:

- Identify topics and areas of need to the College, relevant committee chairs and membership, and administration officials
- Forcefully advocate positions on behalf of the College
- Prepare legislative correspondence and testimony
- Meet with legislators and staff, and facilitate such meetings for College officials
- Monitor legislative activity
- Recommend actions to be taken by the College
- Perform follow up with groups supporting COD interests
- Undertake other advocacy activities as necessary in consultation with the College and its delegation.

3.0 INSTRUCTIONS

The College of DuPage requests that all responding lobbying firms follow the guidelines below:



3.1 CONTENT AND FORMAT

Each copy of the submission shall contain the following sections:

- Section 1 A Letter of Interest
- Section 2 Technical Response/College, University Experience
- Section 3 Committed Staff and Project Organization
- Section 4 References
- Section 5 Fee Proposal

Nine copies of the RFP are to be submitted to the following address at no later than the time and date indicated in section 1.3 above. There will be no public bid opening.

**Purchasing Manager
College of DuPage
425 Fawell Boulevard, Suite 1540
Glen Ellyn IL 60137**

An electronic version of each submission must also be provided on CD-ROM in Microsoft Word, Adobe Acrobat or other common format.

Each page of the RFP must be numbered consecutively from the beginning of the RFP through all appended material.

3.2 LETTER OF INTEREST

The cover letter must specify the following:

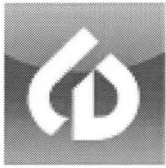
- The name and address of the proposer
- The name, title, e-mail address and telephone number of the individual whom the College should contact regarding questions, and clarifications.
- Expression of Interest Statement
- Certification that the firm will meet the primary qualifications identified in Section 1.9 of this RFP.

3.3 TECHNICAL RESPONSE FORMAT/COLLEGE, UNIVERSITY EXPERIENCE

The lobbying firm shall include detailed information regarding previous projects, similar in nature and complexity to that required by the College of DuPage, where lobbying services were performed successfully.

The lobbying firm shall provide a list of evidence that their work has been successfully utilized on work of similar scope to that reflected in this RFP. The list is not limited, but must include the following:

- Project name/type
- Type of state outcome required
- Person in the lobbying firm responsible
- Activities undertaken
- Results achieved
- Timeframe for achieving results



3.4 COMMITTED STAFF AND PROJECT ORGANIZATION

Project Management Plan and Organization: The lobbying firm shall submit an organization chart including all key personnel who will be responsible for implementing services to the College of DuPage.

Project Manager and Technical Staff Skills and Experience: A detailed resume must be included for each individual that will be assigned or committed to working with the College of DuPage. Resumes should highlight similar projects the individual has worked on and approximately when the work was performed.

3.5 REFERENCES

The lobbying firm must indicate which projects listed in Section 3.3 the College may call for references, and include contact information.

3.6 FEE PROPOSAL

The lobbying firm must include a lump-sum fee proposal for representation from January 1, 2015 through the end of the 2015 Fiscal Year, June 30, 2015.

4.0 EVALUATION AND SELECTION

4.1 EVALUATION METHODOLOGY

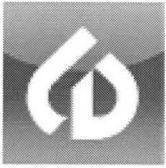
Documents submitted in response to this RFP will be evaluated by the Selection Committee. This committee will be comprised of technically qualified personnel from various College of DuPage departments who will rank the responses up to the maximum of 100 points as follows:

UNDERSTANDING THE WORK TO BE PERFORMED: Evaluation will be based upon the lobbying firm's understanding of the work required to successfully represent Board and the demonstrated understanding of the College of DuPage's problems and potential solutions which can be facilitated by Legislative activity. (30 points)

COLLEGE/UNIVERSITY PROJECT EXPERIENCE: Project experience will be evaluated based upon presented successfully completed projects and the timeframes required to obtain those results. Responses will be evaluated based on the total realistic resources capable of being utilized to represent the College of DuPage in order to obtain results. (30 points)

PROJECT ORGANIZATION, COMMITTEE TECHNICAL STAFF AND PROJECT MANAGEMENT: Proposed lobbying firms shall be evaluated based upon organizational relevancy to work assignments, clarity of responsibilities, qualifications of managerial personnel and on past experience of the implementation team. (20 points)

PROPOSED FEE ARRANGEMENTS: Note: Fee arrangements should be presented in annual lump sum format, rather than in an hourly fee for service method of presentation. (20 points)



4.2 SELECTION

Each lobbying firm will be evaluated in accordance with the Section 4.1 of this RFP by the Selection Committee. Submissions will not be publicly opened. Evaluation and selection will be kept strictly confidential throughout the process.

Information on submitted qualifications will not be provided to any lobbying firm about any of the qualifications of other lobbying firms submitting responses to this RFP.

The Selection Committee reserves the right to verify all of the information submitted as a part of this RFP. The Selection Committee reserves the right to request personal/telephone interviews to clarify information presented. The selection committee will select the firm that is determined to be the most competent and compatible to do the work.

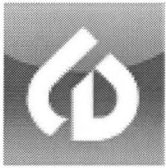
5.0 **CONTRACT AGREEMENT**

The selected proposer will be required to agree to and sign a formal written contract agreement between the College of DuPage and the proposer, approved by the Board of Directors of the College of DuPage.

The selected proposer will be required to deliver an insurance certificate in amounts and terms acceptable to the College of DuPage prior to the signing of a formal contract, listing the College as additional insured.

6.0 **TERMINATION**

Following implementation, should the College find that the firm has failed in any material respect to perform its agreed upon obligation under the agreement, the agreement shall be canceled as being in the best interest of the College of DuPage. In the event of termination of this agreement as a result of a breach by the contractor hereunder, the College shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.



College of Dupage Provision for Required Insurance Lobbying Services

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the College.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the College of DuPage Department of Risk Management for variance from those limits.

1. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

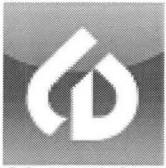
The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) Commercial General Liability Insurance

(1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:



GC-15 INSURANCE REQUIREMENTS (CON'T.)

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

College of DuPage, its officials, employees and agents shall be named as additional insured under the Commercial General Liability policy.

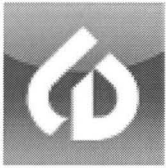
(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and general rating of "A", and shall be a Class V or higher in the financial size category as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than "A", V will be acceptable only upon written consent of the College of DuPage Department of Risk Management.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Purchasing Manager, College of DuPage Room BIC 1540, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 at least 30 days prior to the effective date of any cancellation or modification of such policies. When required in the Special Conditions, the successful Bidder shall furnish prior to the date on which Contractor commences performance of the contract, Certificates of Insurance maintained by Contractor.

In no event shall any failure of the College to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.



CERTIFICATIONS

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
- E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*
- F. Fair Employment Practice Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
Yes _____ No _____

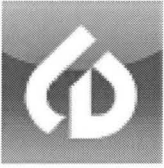
ADVICE

MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES _____ NO _____. If yes, please attach copy of certification and advise certification number and expiration date below:

STATE NEGOTIATED BID/ COOPERATIVE AGREEMENT: YES _____ NO _____ Contract No. _____

Name of Certifying Entity: _____

Certification #: _____ Expiration Date: _____



SIGNATURE PAGE

Check One:

- SOLE PROPRIETOR** **PARTNERSHIP** (and/or JOINT VENTURE) **LIMITED LIABILITY COMPANY**
- CORPORATION**

The undersigned acknowledges receipt of a full set of Contract Documents and Addenda Numbers _____ (None unless indicated here). The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

CELLULAR TELEPHONE NUMBER: _____

FEIN/SSN: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 2014. My commission expires: _____

X _____

Notary Public Signature

Notary Seal

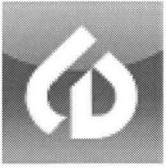
* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

** **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

*** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

*** **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

**** **In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**



COLLEGE OF DUPAGE SIGNATURE PAGE

ON BEHALF OF THE COLLEGE OF DUPAGE, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

SENIOR VICE-PRESIDENT ADMINISTRATION AND TREASURER

DATED AT GLEN ELLYN, ILLINOIS THIS ____ DAY OF _____, 2014

THE COLLEGE HEREBY ACCEPTS:

THE FOREGOING PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT FOR

LOBBYING SERVICES

TOTAL AMOUNT OF CONTRACT: \$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____