



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

SUPPLY MANAGEMENT & LOGISTICS  
RUBY CRENSHAW, CPPO, DIRECTOR

[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

*Chair* PATRICIA GOOD  
*Vice Chair* DONNA P. KORN  
*Board Members* ROBIN BARTLEMAN  
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NORA RUPERT

**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 10, 2013

### ADDENDUM NO. 3 RFP 15-007V

### TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOLS

CALLED FOR: DELAYED UNTIL FURTHER NOTICE

#### TO ALL PROPOSERS:

Amend the above referenced RFP/Bid in the following particulars only:

1. RFP OPENING DATE HAS BEEN CHANGED TO: **MARCH 20, 2014 @ 2:00 PM.**
2. EVALUATION DATE HAS BEEN CHANGED TO: **APRIL 4, 2014 @ 9:00 AM**
3. POSTING OF RECOMMENDATION TABULATION HAS BEEN CHANGED TO: **APRIL 7, 2014 @ 3:00 PM.**

4. **DELETE:** Page 4 of 24 Pages **INSERT:** Page 4 of 24 Pages – **REVISED -**

5. **DELETE:** Page 6 of 24 Pages **INSERT:** Page 6 of 24 Pages – **REVISED – 1**

Sections 4.2.2 and 4.2.3 as well as 4.4.1.3 and 4.4.1.4 have been revised. Please make sure these items are updated in your submitted proposal.

6. **DELETE:** Page 20 of 24 Pages **INSERT:** Page 20 of 24 Pages – **REVISED -**

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 15-007V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

### 3.0 CALENDAR

|                       |   |
|-----------------------|---|
| February 12, 2014     | Release of RFP 15-007V  |
| February 20, 2014     | Written questions due on or before 5:00 p.m. ET in Supply Management & Logistics Department   |
| <b>March 20, 2014</b> | Proposals due on or before 2:00 p.m. ET in Supply Management & Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*   |
| <b>April 4, 2014</b>  | Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Supply Management & Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.* |
| <b>April 7, 2014</b>  | Posting of Recommendation   |

\*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

#### 4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Supply Management & Logistics Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **FAILURE TO PROVIDE THE INFORMATION REQUESTED BELOW WILL RESULT IN DISQUALIFICATION OF PROPOSAL.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.
- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?  Yes  No **Do not check both boxes.**
- 4.2.2 Proposer must provide documentation of three (3) to five (5) years within the last five years providing supplemental instructional services, professional development and parental involvement activities. **Make sure this is clearly stated in your response.**
- 4.2.3 Proposer must supply names, addresses and contact information of three (3) school districts where Proposer has delivered or are delivering supplemental instructional services within the last five (5) years, along with letters of recommendation from non-public school administrators or LEA directors. **Make sure this is clearly stated in your response.**

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

##### 4.4.1 **Proposer's Qualifications – (Maximum 35 allowable points)**

- 4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.
- 4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.
- 4.4.1.3 Proposer must provide documentation of three (3) to five (5) years within the last five years providing supplemental instructional services, professional development and parental involvement activities.
- 4.4.1.4 Proposer must supply names, addresses and contact information of three (3) school districts where Proposer has delivered or are delivering supplemental instructional services within the last five (5) years, along with letters of recommendation from non-public school administrators or LEA directors.
- 4.4.1.5 Proposer must provide an established address of its tri-county (Miami-Dade, Broward, or Palm Beach) area location.
- 4.4.1.6 Proposer must provide verification of its current license to do business in the State of Florida. Copy of the license must be provided with proposal.

## 7.0 GENERAL CONDITIONS (Continued)

- 7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on [www.demandstar.com](http://www.demandstar.com) on APRIL 7, 2014 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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DR. ROSALIND OSGOOD  
NORA RUPERT

**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 4, 2014

## ADDENDUM NO. 2

RFP 15-007V

### TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOL STUDENTS

CALLED FOR 2:00 P.M. ET, MARCH 5, 2014

#### TO ALL PROPOSERS:

Amend the above referenced RFP/Bid in the following particulars only:

1. THE RFP OPENING DATE HAS BEEN POSTPONED UNTIL FURTHER NOTICE.

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 15-007V, proposer certifies acceptance of this Addendum.

Sincerely,

---

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

CVH/ss



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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ANN MURRAY  
DR. ROSALIND OSGOOD  
NORA RUPERT

**ROBERT W. RUNCIE**  
*Superintendent of Schools*

February 27, 2014

**ADDENDUM NO.1  
RFP 15-007V  
TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOL STUDENTS**

**CALLED FOR: 2:00 PM, ET, MARCH 5, 2014**

**TO ALL BIDDERS:**

This Addendum amends the above referenced RFP in the following particulars only:

1. Attached are the responses to the questions received.
2. **DELETE:** Page 6 of 24 Pages                      **INSERT:** Page 6 of 24 Pages – **REVISED** –

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of Bid No. 15-007V, Proposer certifies acceptance of this Addendum.

Sincerely,

---

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

➤ **QUESTION #1:**

How many Title I private school students are currently eligible for services?

**ANSWER TO QUESTION #1:**

*There are approximately 900 private school students receiving Supplemental Title I Instructional Services in the Broward School District.*

➤ **QUESTION #2:**

How many Title I private school students are projected to be eligible for services for next year?

**ANSWER TO QUESTION #2:**

*Residency data is currently being collected and compiled to determine eligibility for 2014-2015 Supplemental Title I Instructional Services.*

➤ **QUESTION #3:**

How many Title I private school students were eligible for services in 2007?

**ANSWER TO QUESTION #3:**

*There were approximately 840 students receiving services in the 2007-2008 school year.*

➤ **QUESTION #4:**

Is there a minimum number of hours the students need to receive services?

**ANSWER TO QUESTION #4:**

*Twenty (20) hours of Supplemental Title I Instructional Services is the recommended minimum in order to accurately assess student progress.*

➤ **QUESTION #5:**

How many hours or what was the range of service hours or the least amount of service hours delivered to individual students in the previous year?

**ANSWER TO QUESTION #5:**

*See answer to Question 5.*

➤ **QUESTION #6:**

This contract was previously awarded in 2013. It was then rejected. What was the reason for the rejection.

**ANSWER TO QUESTION #6:**

*This contract was not awarded in 2013. Due to a protest, we rejected all proposals and had to rebid with revised specifications.*

➤ **QUESTION #7:**

The specifications are written to avoid competition and award a contract to a single vendor.

Under RFP Sections 4.4.1 and 4.2.2 proposers are required to provide "*documentation of five (5) to (7) years of experience providing (a) instructional services, (b) professional development, (c) parental involvement in non-public schools in Florida at the [local education agency ("LEA")] level within the last (5) years.*" Additionally, proposers must "*provide the names, addresses and contact information of **three (3) school districts in the State of Florida** where proposer has delivered or [is] delivering supplemental instructional services to non-public schools within the last five (5) years.*"

**ANSWER TO QUESTION #7:**

*Sections 1112; 1113 and 1114 of the Elementary and Secondary Education Act is expressly clear regarding the expectations of the Local Educational Agency (LEA) (School Board of Broward County) adhering to guidelines established by the State Education Agency (SEA) (Florida Department of Education).*

*Specifically,*

*Section 1112, Local Education Agency Plans states:*

*"A local educational agency may receive a sub-grant under this part for any fiscal year only if such agency has on file with the State educational agency plan, **approved by the State educational agency**, that is coordinated with other programs under this Act." This plan is the annual Title I, Part A application submitted by The School Board of Broward County, Florida.*

*Title I, Part A funds flow to SEAs then to LEAs and finally to Title I schools. Services flow to eligible private school students, teachers, and parents of the students. The role of the SEA includes: Allocation of Title I, Part A funds to LEAs; overseeing LEA grant application and approval process for Title I funds; monitoring LEAs for compliance with Title I laws and regulations; and oversight of school and district improvement.*

***Due to a requirement from the Florida Department of Education (FDOE) during the 2013-2014 monitoring cycle, compliance item DIA-5, specifically requiring that SBBC submit District specific deliverables, a request that verbiage in SBBC's RFP be changed so that proposers must have three (3) to five (5) years experience providing instructional services, professional development and parental involvement in non-public school in Florida. A streamlined, seamless contract with a third-party vendor **experienced in the State of Florida** with fundamental knowledge of all State requirements, laws, and regulations that will allow SBBC to align specific supplemental services in SBBC public schools equitably to private school students. Pursuant to Section 1120 (d)(2), the LEA maintains control of the design and implementation of the Title I services provided to private school students to ensure students are reaching academic achievement goals.***

➤ **QUESTION #8:**

In order to ensure an open and competitive process, SBBC should consider the contractor's experience in other jurisdictions.

Based on the above, we suggest modifying the specifications as follows:

**Section 4.2.2.** Proposer must provide documentation of **3 to 5** years of experience providing (a) instructional services, (b) professional development and (c) parental involvement in non-public schools **in Florida** at the LEA level within the last five years.



**Section 4.2.3.** Proposer must supply names, addresses and contact information of three (3) school districts ~~within the State of Florida~~ where Proposer has delivered or is delivering supplemental instruction services to non-public schools within the last five (5) years, along with letters of recommendation from ~~the~~ non-public school administrators or LEA directors ~~in those schools~~.

Since Sections 4.4.1.3 and 4.4.1.4 mirror the language in Sections 4.2.2 and 4.2.3 above, these Sections should be modified accordingly.

**ANSWER TO QUESTION #7:**

*Section 4.4.2 can be changed to three (3) to five (5) years experience providing (a) instructional services, (b) professional development and (c) parental involvement in non-public schools. It is the requirement of the Florida Department of Education that the words "in Florida" must remain in Section 4.4.2. (Refer to the answer in Question 7)*

*Section 4.2.3, the words "within the State of Florida" must remain as the Proposer must have experience within the State of Florida as required by FDOE. The rest of the language will remain as written. (Refer to the answer in Question 7)*

#### 4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Supply Management & Logistics Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **FAILURE TO PROVIDE THE INFORMATION REQUESTED BELOW WILL RESULT IN DISQUALIFICATION OF PROPOSAL.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?  Yes  No **Do not check both boxes.**

4.2.2 Proposer must provide documentation of three (3) to five (5) years experience providing (a) instructional services, (b) professional development, and (c) parental involvement in non-public schools in Florida at the LEA level within the last five (5) years. **Make sure this is clearly stated in your response.**

4.2.3 Proposer must supply names, addresses and contact information of three (3) schools districts within the State of Florida where Proposer has delivered or are delivering supplemental instruction services to non-public schools within the last five (5) years, along with letters of recommendation from the non-public school/LEA directors in those schools. **Make sure this is clearly stated in your response.**

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

4.4.1 **Proposer's Qualifications – (Maximum 35 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

4.4.1.3 Proposer must provide documentation of three (3) to five (5) years experience providing instructional services, professional development, and parental involvement activities in non-public schools in Florida at the LEA level within the last five (5) years.

4.4.1.4 Proposer must supply the names, addresses and contact information of three (3) school districts in the State of Florida where Proposer has delivered or are delivering supplemental instructional services to non-public schools within the last five (5) years, along with letters of recommendation from the non-public school/LEA directors in those districts.

4.4.1.5 Proposer must provide an established address of its tri-county (Miami-Dade, Broward, or Palm Beach) area location.

4.4.1.6 Proposer must provide verification of its current license to do business in the State of Florida. Copy of the license must be provided with proposal.



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LAURIE RICH LEVINSON  
NORA RUPERT

**ROBERT W. RUNCIE**  
*Superintendent of Schools*

February 12, 2014

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 15-007V – Title I Educational Services for Private School Students**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Title I Educational Services for Private School Students**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

### REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

### PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

### DUE DATE

Proposals are due in the Supply Management & Logistics Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

### STATEMENT OF “NO RESPONSE”

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment J, Statement of “No Response” and return via facsimile to 754-321-0533 or scan and send via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). Your responses to the Statement of “No Response” are very important to the Supply Management & Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

# REQUEST FOR PROPOSALS (RFP)

## RFP 15-007V

### TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOL STUDENTS



RFP Release Date: February 12, 2014

Written Questions Due: On or Before 5:00 p.m. ET  
February 20, 2014  
in Supply Management & Logistics Department

Proposals Due:\* On or Before 2:00 p.m. ET  
March 5, 2014  
in Supply Management & Logistics Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Supply Management & Logistics Department**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

\*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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**REQUEST FOR PROPOSALS (RFP) 15-007V**  
**1.0 REQUIRED RESPONSE FORM**

**RELEASE DATE:** February 12, 2014

**TITLE:** TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOL STUDENTS

This Proposal must be submitted to the **Supply Management & Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET March 5, 2014** and plainly marked **RFP 15-007V, Title I Educational Services for Private School Students**. Proposals received after 2:00 p.m. EST on date due will not be considered.

**Note: Cost of Services should be submitted in a sealed envelope along with, but separate from, the remainder of proposal**

One complete, original hard-copy Proposal (clearly marked as such) and 10 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 15-007V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

**PROPOSER INFORMATION**

PROPOSER'S (COMPANY) NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE AND ZIP CODE: \_\_\_\_\_

PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_

PROPOSER TOLL FREE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

CONTACT TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_

INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (**blue ink preferred on original**) \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_ Title of Proposer's Authorized Representative \_\_\_\_\_

**NOTE: Entries must be completed in ink or typewritten.** This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

## 2.0 INTRODUCTION AND GENERAL INFORMATION

1. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals from Proposers that provide educational services in the areas of reading and mathematics to students enrolled in private schools who generate Title I funding. Awardee(s) must provide all equipment, materials and supplies necessary to deliver remedial basic instruction skills to students failing or most at-risk of failing. **Attachment H, Deliverables**, provides a list of services Awardee(s) must provide in order to be in compliance with this RFP. This RFP is specifically for educational services performed on-site at private school(s).

The United States Supreme Court in *Agostini vs. Felton* ruled on June 23, 1997 that supplementary instructional services under Part A of Title I of the Elementary and Secondary Education Act may be provided in religiously-affiliated private schools without violating the Establishment Clause of the First Amendment. This legislation allows for the Local Educational Agency (LEA, also known as SBBC) to provide instructional services directly or through contracts with public and private agencies, organizations and institutions. It also requires the LEA to consult with representatives of private school children regarding the implementation and delivery of Title I services.

As a result of many conferences between representatives of SBBC, Title I Administration and collaboration with non-public school officials, it was mutually agreed that Title I instructional services should be provided by a third party contractor(s) who will provide highly qualified personnel, all equipment, materials and supplies as well as professional development and parental involvement activities necessary in order to deliver remedial basic skills instruction to students failing or at-risk of failing as required under Title I regulations. A strong and effective instructional support program should be customized to meet the needs of eligible students attending private schools in the areas of reading and mathematics. Additionally, the program should allow periodic adjustments in the instructional program through on-going consultation between teachers, participating schools, SBBC and the Awardee(s).

Students receiving Title I services must qualify based on: 1) Residence in a Title I attendance area; 2) justified need for Title I services based on their academic deficiencies. The annual budget for private schools is estimated at \$700,000 to \$1.4 million per year. The amount allocated is based on the final award of funds to the Florida Department of Education by the United States Department of Education and is subject to change. SBBC determines school allocation. This allocation is communicated during consultation with SBBC and private school officials. During consultation with Provider, SBBC and private school officials will determine funding limitations when designing services.

Title I, educational services will start by October 1<sup>st</sup> of each school year and will continue for the term of the contract. Grade levels served will be determined by the District on an annual basis. Currently, grades that will be served are K-8. The number of classes that are needed will be determined by the needs of each school. Classes will be scheduled based on consultation with the school principal. Funding limitations will be determined during consultation when services are begin designed. The school principal may elect to have services before, during and/or after school. Recommended class time is 40 to 60 minutes per session. The number of sessions per week will be decided during consultation. The school principal may elect to have one or all eligible services. Awardee(s) shall be required to have appropriate certified educational staff to meet the needs of each school. The private school's annual allocation is based upon the District's Title I allocation and the number of eligible non-public private school students who generate Title I funds.

- 2.2 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. Charles V. High, C.P.M., A.P.P., MBA Purchasing Agent, Supply Management & Logistics Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail **@browardschools.com**. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Supply Management & Logistics Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management & Logistics Department, in writing, **on or before 5:00 p.m. ET, February 20, 2014**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

## **2.0 INTRODUCTION AND GENERAL INFORMATION**

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2014 and continuing through June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.
- 2.4 **Price Adjustments: Prices offered shall remain firm through the first three years of the contract.** A request for price adjustment may be submitted 30 days prior to the first renewal date of the contract. If a price increase is approved after the first renewal date of the contract, then that price must remain firm for the two remaining years of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) or Producer Price Index (PPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI or PPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI or PPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI or PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
- 2.5 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.6 **Evaluation and Award:** All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.



### **3.0 CALENDAR**

|                   |   |
|-------------------|---|
| February 12, 2014 | Release of RFP 15-007V  |
| February 20, 2014 | Written questions due on or before 5:00 p.m. ET in Supply Management & Logistics Department   |
| March 5, 2014     | Proposals due on or before 2:00 p.m. ET in Supply Management & Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*   |
| March 18, 2014    | Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Supply Management & Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.* |
| March 19, 2014    | Posting of Recommendation   |

\*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.

- 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
SBBC  
600 S.E. 3<sup>rd</sup>. Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Title I Migrant Programs  
SBBC  
701 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33311

Name of Proposer: \_\_\_\_\_  
(Name of Proposer, Corporation and Agency)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

With a Copy to: \_\_\_\_\_  
(Name and Position of Designee of Proposer,  
Corporation and Agency)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

#### **4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

The SBBC's Supply Management & Logistics Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **FAILURE TO PROVIDE THE INFORMATION REQUESTED BELOW WILL RESULT IN DISQUALIFICATION OF PROPOSAL.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?  Yes  No **Do not check both boxes.**

4.2.2 Proposer must provide documentation of five (5) to seven (7) years experience providing (a) instructional services, (b) professional development, and (c) parental involvement in non-public schools in Florida at the LEA level within the last five (5) years. **Make sure this is clearly stated in your response.**

4.2.3 Proposer must supply names, addresses and contact information of three (3) schools districts within the State of Florida where Proposer has delivered or are delivering supplemental instruction services to non-public schools within the last five (5) years, along with letters of recommendation from the non-public school/LEA directors in those schools. **Make sure this is clearly stated in your response.**

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):**

This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

4.4.1 **Proposer's Qualifications – (Maximum 35 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

4.4.1.3 Proposer must provide documentation of five (5) to seven (7) years experience providing instructional services, professional development, and parental involvement activities in non-public schools in Florida at the LEA level within the last five (5) years.

4.4.1.4 Proposer must supply the names, addresses and contact information of three (3) school districts in the State of Florida where Proposer has delivered or are delivering supplemental instructional services to non-public schools within the last five (5) years, along with letters of recommendation from the non-public school/LEA directors in those districts.

4.4.1.5 Proposer must provide an established address of its tri-county (Miami-Dade, Broward, or Palm Beach) area location.

4.4.1.6 Proposer must provide verification of its current license to do business in the State of Florida. Copy of the license must be provided with proposal.

## 4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

### 4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

#### 4.4.1 Proposer's Qualifications (Continued)

- 4.4.1.7 Provide personnel qualifications, including training and educational experience for teachers, supervisory and administrative staff associated with educational services (presented in resume format). Describe the procedure for recruiting and hiring competent staff, offering ongoing training opportunities, and for regularly reviewing staff performance.
- 4.4.1.8 Proposer must provide the number of teachers who will be hired to provide reading and mathematics educational services, number of students to be served and the total weekly instructional contact hours with students. See **Attachment I** with a list of 2013-2014 participating private schools and allocation.
- 4.4.1.9 Proposer is to provide data as evidence that its program has a positive impact on student achievement in reading and mathematics.
- 4.4.1.10 Proposer is to explain how the major elements of its program are designed to increase achievement are researched based (cite available research).
- 4.4.1.11 Proposer is to describe the professional development provided to your staff to improve instruction, implement products and/or services.
- 4.4.1.12 Proposer is to describe the specific process to access/diagnose student needs and skill deficiencies. Include the name of any standardized test(s) used for reporting pre/post test results. Discuss the process used to prescribe an instructional program and develop specific goals in reading and mathematics for the student. Describe how the student's progress will be measured and a timetable for improving achievement.
- 4.4.1.13 Proposer is to describe specific procedures to report student progress to students' teacher(s) and appropriate school and SBBC staff and how often you use this procedure.
- 4.4.1.14 Proposer is to describe the specific procedures used to report student progress to students' parents/families and the frequency of this procedure. Describe how information is provided to parents and families in a format and language that they can understand. Discuss the manner used to accommodate the needs and schedules of working parents.
- 4.4.1.15 Proposer is to provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), the Proposer is to provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

4.4.2 **Scope of Services Provided – (Maximum 35 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Failure to respond or incomplete responses to any evaluation criteria below will result in reduced allocation of points for the criteria by the Evaluation Committee. Minimum must include the following:

| Section | Scope of Service  | Yes, Can Comply | No, Cannot Comply or Provide |
|---------|---|-----------------|------------------------------|
| 4.4.2.1 | Awardee(s) shall provide supplementary instruction in reading and mathematics to eligible students (enrolled in Grades K-8) at private schools within Broward County, Florida. Services shall be provided during the term of this contract by qualified staff utilizing Awardee's programs, systems, teaching techniques, diagnostics tests and academic courses and materials.   |                 |                              |
| 4.4.2.2 | Awardee(s) shall provide individual and/or small group (not more than eight students) instructional services as agreed upon during consultation of program design for each individual school in reading and/or mathematics.   |                 |                              |
| 4.4.2.3 | Unless the private school has elected to use available test data for a student placement, a teacher employed by Awardee(s) shall test each student participating in the Awardee's instructional program, utilizing standard assessment instruments and a diagnostic assessment model. A Student Supplementary Educational Plan (SSEP) will be generated for each student and will be used to guide instruction, along with regular input from classroom teachers.       |                 |                              |
| 4.4.2.4 | Awardee(s) will allow students to be placed in the instructional program as determined by the LEA based on past academic performance and standardized testing results and in consultation with the private school(s). A student schedule will be jointly developed by staff of the LEA, Awardee(s), and school personnel to allow for maximum instructional services.   |                 |                              |
| 4.4.2.5 | Awardee(s) shall provide services for parents of participating students designed to build parent's capacity to help their children. Content of the services for parents will be developed by the LEA in consultation with the school. Awardee(s) shall maintain and provide the LEA with documentation of the services provided including, but not limited to, sign-in sheets, handouts, and presentation materials.  |                 |                              |
| 4.4.2.6 | Awardee(s) shall provide staff development services for teachers of participating students based on the needs of the teachers to build the capacity of the parents to help their children. Content of the services for staff will be developed by the LEA on consultation with the private school. Awardee(s) shall maintain and provide the LEA with documentation of the services provided, but not limited to, sign-in sheets, handouts, and presentation materials. |                 |                              |
| 4.4.2.7 | Awardee(s) shall provide instruction at each private school. The private school will provide a suitable room for instruction. Awardee(s) shall provide any consumable and non-consumable instruction materials and any needed instructional equipment and copying services.   |                 |                              |
| 4.4.2.8 | Awardee(s) shall provide services to participating students early in the school year to ensure the equitable provision of services as described in the Service Delivery Plan developed by the LEA in consultation with the private school.  |                 |                              |

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

| Section  | Scope of Service   | Yes, Can Comply | No, Cannot Comply or Provide |
|----------|--|-----------------|------------------------------|
| 4.4.2.9  | Awardee(s) shall ensure that services are provided only to students identified by the LEA as eligible and not to all students in the private school(s).  |                 |                              |
| 4.4.2.10 | Awardee(s) shall implement services to students, parents and teachers of participating students in accordance with this RFP and the Service Delivery Plan.   |                 |                              |
| 4.4.2.11 | Awardee(s) shall provide, as requested by SBBC, instructional reports which will include: <ul style="list-style-type: none"> <li>• Assessment Results</li> <li>• Progress Reports</li> <li>• Intervention Reports</li> <li>• End-of Year Reports</li> </ul> as described in <b>Attachment H, Deliverables #10</b>  |                 |                              |
| 4.4.2.12 | In a small group with the Awardee's teacher, the emphasis is placed on the progress as well as the product. Awardee(s)' teachers will collaborate with the classroom teachers to receive instructions and academic guidance on providing supplemental academic instruction. Written documentation of this collaboration will be made on a quarterly basis.   |                 |                              |
| 4.4.2.13 | Awardee's program teachers assigned to provide instructional services as set forth in this contract shall be employees of the Awardee(s) who shall be hired and compensated by Awardee(s). These teachers shall be trained by Awardee's staff regarding the program and methodology. Further, these teachers shall be supported during the term of this contract by Awardee's management staff.  |                 |                              |
| 4.4.2.14 | Only Awardee's qualified instructors who hold a current teacher's certificate from the State of Florida teacher licensing agency or who meet current provisions for certification will be used for direct instruction.   |                 |                              |
| 4.4.2.15 | Awardee(s) shall provide SBBC with supporting documentation with each invoice. The supporting documentation shall include: student attendance rosters with principal's signature, teacher sign-in sheets, teacher schedules, instructional services form, lesson plans and student progress reports. The supporting documentation for Professional Development and Parent Involvement activities shall include: confirmation request form, work order, agendas, participant and facilitator sign-in sheets, participant evaluation forms. The supporting documentation for Administrative Costs shall include an administrative cost form. |                 |                              |
| 4.4.2.16 | Awardee(s) is responsible for the control and safety of all students in the program from the time student arrives until the students are placed under the control of the parent/guardian or private school official.   |                 |                              |
| 4.4.2.17 | Awardee(s) shall maintain confidentiality of all student records in compliance with applicable federal and state laws. Records shall include tests, attendance records, and student diagnostic summaries.  |                 |                              |

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.1 Proposer's Qualifications (Continued)**

| <b>Section</b> | <b>Scope of Service</b>   | <b>Yes, Can Comply</b> | <b>No, Cannot Comply or Provide</b> |
|----------------|---|------------------------|-------------------------------------|
| 4.4.2.18       | Awardee(s) agrees to retain and make available to SBBC all records related to this contract for at least five (5) years after the contract has been completed at no cost to SBBC. SBBC reserves the right to audit and inspect all records maintained by Awardee(s) in providing services under this contract.  |                        |                                     |
| 4.4.2.19       | Awardee(s) shall provide a certified teacher at the proposed sites with the responsibility of planning, administering and assessing an individualized supplementary instructional program in reading and/or mathematics for Title I students. Title I funded teachers cannot engage in team teaching or other cooperative instructional activities with private school personnel and they cannot introduce any religious matter into their teaching or become involved in religious activities of the private school. |                        |                                     |
| 4.4.2.20       | Awardee(s) shall provide supplemental textbooks, equipment and other instructional materials used in the program that is current and appropriate for the instructional levels and academic needs of participating students, and the inventories of these materials are to be labeled "Title I Property" accessible and available upon request. Materials purchased under this contract can only be utilized with Title I students.  |                        |                                     |
| 4.4.2.21       | Awardee(s) shall provide the Principal of each school with written notification when a teacher is assigned.   |                        |                                     |
| 4.4.2.22       | Awardee(s) shall have every teacher engaged in direct instruction shall satisfy the requirements for fingerprinting and criminal background checks as required by law and by SBBC prior to working with students in the program (Refer to General Condition 7.30).  |                        |                                     |
| 4.4.2.23       | Awardee(s) assures the LEA that all staff members, including volunteers are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including, but not limited to, Florida Statutes Sections 39.201 and 937.025. Awardee(s) agrees to provide annual training to all its employees regarding mandated reporting if child abuse and missing children. Awardee(s) agrees that all staff members will abide by such laws in a timely manner.    |                        |                                     |
| 4.4.2.24       | Awardee(s) shall abide by all federal, state and local statutes, ordinances, rules, regulations and standards, as well as the standards and requirements imposed upon the LEA by federal and state agencies providing funding to the LEA for the purchase of Awardee's services.  |                        |                                     |
| 4.4.2.25       | Awardee(s) and their employees must comply with all federal and state laws and regulations and with School Board policies related to health, safety and civil rights, the Americans with Disabilities Education Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Act (IDEA). Awardee(s) is prohibited from discriminating on the basis of race, religion, sex, age, handicap or sexual orientation in employment or operation of the program.                                      |                        |                                     |

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

4.4.2 **Scope of Services Provided (Continued):**

4.4.2.26 Proposer may provide or list any additional services which may be utilized under this contract.

4.4.3 **Cost of Services - (20 points maximum):**

**Note: Cost of Services should be submitted in a sealed envelope along with, but separate from, the remainder of proposal.**

4.4.3.1 **Instructional Services (5 points)**

| Minimum Students to be Served | Instruction (Subject Area) | Group Size (Ratio) (not to exceed) | Classes per Week (Range) (minimum) | Per Instructional Hourly Charge (*) (Single Rate) |
|-------------------------------|----------------------------|------------------------------------|------------------------------------|---|
| 1                             | Reading/Math               | (1:10)                             | 1                                  | \$_____   |

(\*) Instructional hourly charge is the cost for the instructor only. **Do not combine the instructor and student costs together; this shall result in disqualification of proposal.**

Does your price only include the instructional hourly charge?  Yes  No **Do not check both boxes.**  
 A list of students served and each student's attendance record shall accompany each invoice.

4.4.3.2 **Parental Involvement (Instruction) (5 points)** Proposer must provide, per request, parental involvement activities designed for parents of eligible students based on the needs assessment of each private school. These activities must be designed to build the capacity of parents to assist their children in improving academic achievement. The LEA will authorize all parental involvement activities prior to scheduling. Proposer must maintain and provide to the LEA documentation of the services provided including, but not limited to, an agenda, participant's record of attendance and evaluation forms.

Parental Involvement Rate: \$\_\_\_\_\_ (Single flat fee per event)

4.4.3.3 **Staff Development (Instruction) (5 points)** Proposer must provide, per request, staff development designed for teachers of eligible students based on the needs assessment of each private school. The LEA will authorize all staff development prior to scheduling. Proposer must maintain and provide to the LEA documentation of the services provided including, but not limited to, an agenda, participant's record of attendance and evaluation forms.

Staff Development Rate: \$\_\_\_\_\_ (Single flat fee per event)

4.4.3.4 **Administrative Cost (5 Points)**

\_\_\_\_\_ % Single percentage of monthly cost of instructional services.

This percentage **shall not exceed 12%** of the monthly cost of instructional services. **Proposals which exceed this percentage shall be disqualified in its entirety.** Administrative costs shall consist of support of the instructional services portion of the program. These may include, but are not limited to, coordinator's salary and fringe benefits, cost of replacement equipment, furniture, leases, permits, utilities, clerical assistance, travel, administrative costs, etc.

**Administrative costs are to be itemized and include supporting documentation with RFP.**



#### 4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

#### 4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):

##### 4.4.3 Cost of Services:

##### 4.4.3.5 Materials and Supplies (No Points)

Teaching materials and supplies used for the services of this RFP will be invoiced to SBBC as required. Receipts must accompany invoices showing proof of original cost; no markups.

**Distribution of points** will be calculated by:

- (1) dividing the instructional cost per hour offered by each Proposer by the lowest instructional cost per hour offered;
- (2) dividing the Parental Involvement rate offered by each Proposer by the lowest parental involvement rate offered;
- (3) dividing the Staff Development rate offered by each Proposer by the lowest staff development rate offered;
- (4) dividing the percentage of administrative cost offered by each Proposer by the lowest percentage of administrative cost offered.

Example of distribution of cost points:

##### Proposer A's pricing

4.4.3.1 Instructional Services - \$120/hr **(5 Points)**

4.4.3.2 Parental Involvement Rate - \$1,000 **(5 Points)**

4.4.3.3 Staff Development Rate - \$1,000 **(5 Points)**

4.4.3.4 Administrative Cost – 8% **(10 Points)**

Proposer A's pricing is the lowest and would receive the maximum score (5+5+5+10 = **25 Points**)

Proposer B's pricing will be divided into the lowest score received and multiplied by the allotted points for each section.

4.4.3.1 – ( $\$120/\$150$ ) = 80% x 5 Points = 4 Points

4.4.3.2 – ( $\$1,000/\$1,200$ ) = 83% x 5 Points = 4.1 Points

4.4.3.3 – ( $\$1,000/\$1,200$ ) = 83% x 5 Points = 4.1 Points

4.4.3.4 – (8%/10%) = 80% x 10 Points = 8 Points

##### Proposer's B's pricing

4.4.3.1 Instructional Services - \$150/hr **(5 Points)**

4.4.3.2 Parental Involvement Rate - \$1,200 **(5 Points)**

4.4.3.3 Staff Development Rate - \$1,200 **(5 Points)**

4.4.3.4 Administrative Cost – 10% **(10 Points)**

(4 + 4.1 + 4.1 + 8 Points = 20.2 Points or **20 Points**)

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC has a Supplier Diversity & Outreach Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Florida Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal.

|   |  |                       |
|---|--|-----------------------|
| 4.4.4.1   | <b>M/WBE Information:</b> Proposer will be evaluated and points will be allocated for criterion 4.4.4.2, 4.4.4.3 and 4.4.4.4 depending on the information submitted by the Proposer  | <b>Maximum Points</b> |
| 4.4.4.2   | Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment A3). | <b>6</b>              |
| 4.4.4.3   | Proposer shall provide the staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics.  | <b>2</b>              |
| 4.4.4.4   | Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects.  | <b>2</b>              |
| <b>TOTAL POINTS .....</b>   |  | <b>10</b>             |
| The Awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment A1) to our Supplier Diversity & Outreach Program, which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <b><u>State your willingness to comply with this requirement.</u></b> |  |                       |
| Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <b><u>State your willingness to comply with this requirement.</u></b>   |  |                       |

## 5.0 EVALUATION OF PROPOSALS

- 5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

| <u>CATEGORY</u>                          | <u>MAXIMUM POINTS</u> |
|--|-----------------------|
| A. Experience and Qualifications         | 35                    |
| B. Scope of Services                     | 35                    |
| C. Cost of Services                      | 20                    |
| D. Supplier Diversity & Outreach Program |                       |
| D.1 Participation                        | 6                     |
| D.2 Diversity                            | 2                     |
| D.3 Community Outreach                   | <u>2</u>              |
| <b>TOTAL</b>                             | <b>100</b>            |

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to make an award **up to two Proposers** that have complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. Any Agreement resulting from these negotiations must be approved by SBBC's Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's Attorney will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

## **6.0 SPECIAL CONDITIONS**

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, March 5, 2014** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT  
SBBC  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

**Attention: RFP 15-007V – TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOL STUDENTS**

Proposer shall submit **one complete original hard-copy Proposal** with an original manual signature (**blue ink preferred**). Proposer should also submit **twelve (12) additional copies** of Proposal. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

### 6.3 **INSURANCE REQUIREMENTS**

#### **MINIMUM INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.3.4 **SEXUAL ABUSE/MOLESTATION LIABILITY:** Sexual Abuse/Molestation Liability covering all wrongful acts, errors and/or omissions associated or arising out of services provided under this contract with limits of not less than \$1,000,000 per occurrence. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
- 6.3.5 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

\_\_\_\_\_ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

## 6.0 SPECIAL CONDITIONS

### 6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.6 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.7 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.8 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:  
**The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: \_\_\_\_\_.**  
**All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.**  
(\*Please include the Contract # and Title on the Certificate of Insurance.)  
**(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)**
- 6.3.9 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance

### 6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

### 6.5 W-9 FORM

- 6.5.1 All Proposers are requested to complete the attached W-9, **Attachment C**, and submit with their Proposal.

## **7.0 GENERAL CONDITIONS**

- 7.1 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC to any rights or limits to liability under Section 768.28, Florida Statutes.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees 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 SBBC, its agents, servants and employees 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 VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- ..
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee(s). Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP and any Agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits). ACH Payment Agreement Form is attached to this RFP.
- 7.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.13 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting Attachment J with its Proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.14 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP (if applicable); then
  - Addenda released for this RFP, with the latest Addendum taking precedence; then
  - the RFP; then
  - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.19 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

### **CERTIFICATION**

- 7.21.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

- 7.22 **BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

**For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or [www.broward.k12.fl.us/supply/vendors/mwbe.htm](http://www.broward.k12.fl.us/supply/vendors/mwbe.htm).**

To receive evaluation points for M/WBE participation, the Proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing, and the dollar value of the work, as the percentage of the total contract value, must be provided.



## 7.0 GENERAL CONDITIONS (Continued)

7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on [www.demandstar.com](http://www.demandstar.com) on **MARCH 19, 2014 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier’s check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management & Logistics Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation.
- 7.28 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine 754-321-2158.
- 7.29 **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal to be considered non-responsive and therefore be ineligible for award.**

7.30 **SBBC PHOTO IDENTIFICATION BADGE:**

**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all 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. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or [EasyPathInfo@morphotrust.com](mailto:EasyPathInfo@morphotrust.com). **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be three websites used for services: 1) <http://www.l1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.identogo.com>. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

**Vendors shall return expired and/or terminated employee badges to the following location: SBBC, Attn: L-1 Enrollment Services, 600 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.31 **GRATUITIES**: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this Proposal.
- 7.32 **LOBBYIST ACTIVITIES**: In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.32.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, [www.browardschools.com](http://www.browardschools.com).
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.33 **PREPARATION COST OF PROPOSAL**: Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.34 **WITHDRAWAL OF RFP**: In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.35 **SEVERABILITY** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.36 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.
- 7.37 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. EST** on the date due.
- 7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.39 No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered.

## **7.0 GENERAL CONDITIONS (Continued)**

### **7.40 ACCEPTANCE AND REJECTION OF PROPOSALS:**

- 7.40.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it services the best interest of SBBC.
- 7.40.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.40.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.40.3.1 The Proposal is time-stamped at the Supply Management & Logistics Department after the deadline specified in the RFP.
  - 7.40.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0).
  - 7.40.3.3 Failure to respond to all subsections within the RFP.
  - 7.40.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
  - 7.40.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
  - 7.40.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.41 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.
- 7.42 **TERMINATION:** This RFP may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this RFP. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
- 7.43 **PRICE REDUCTIONS:** If, from date of Proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.44 **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://www.demandstar.com), is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any Proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.45 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Awardee(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.47 **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at [www.browardschools.com](http://www.browardschools.com). The confidential information cannot be disclosed unless valid consent is obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

- 7.48 **TIE BID PROCEDURES:** If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - The Broward County Certified Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - The Florida Certified Minority/Women Business Enterprise vendor;
  - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Supply Management & Logistics Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.

- 7.49 If the RFP is for auditing services, and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years: the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

# **ATTACHMENT A**

- A1 M/WBE Utilization Report**
- A2 Employment Diversity Statistics**
- A3 M/WBE Participation**

Proposer's Company Name: \_\_\_\_\_

|   |   |
|---|---|
| <p><b><u>Monthly Utilization Reports to be Submitted to:</u></b><br/>                 The School Board of Broward County, Florida<br/>                 Supplier Diversity &amp; Outreach Program<br/>                 7720 West Oakland Park Boulevard, Suite 323<br/>                 Sunrise, FL 33351-6704</p> | <p>754-321-0550 Telephone<br/><br/>754-321-0934 FAX</p> |
|---|---|

**Monthly M/WBE Utilization Report**

**This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.**

1. Reporting Period From: \_\_\_\_\_ Reporting Period To: \_\_\_\_\_

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

**Prime Vendor Information**

| NAME & ADDRESS OF PRIME VENDOR  | CONTRACT AMOUNT<br>(if applicable) | LENGTH OF CONTRACT | CONTRACT START DATE | CONTRACT END DATE | TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN |
|---|------------------------------------|--------------------|---------------------|-------------------|---|
| <p>RFP Number: 15-007V</p> <p>RFP Title: Title I Educational Services for Private School Students</p> |                                    |                    |                     |                   |   |

**SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION**

| NAME OF CERTIFIED M/WBE VENDOR | WORK DESCRIPTION | AMOUNT DRAWN/PAID TO VENDOR | AMOUNT FOR WORK PERFORMED DURING MONTH | AMOUNT PAID TO DATE | % of TOTAL PAID TO CONTRACT AMOUNT |
|--------------------------------|------------------|-----------------------------|--|---------------------|------------------------------------|
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |
|                                |                  |                             |  |                     |                                    |

Company Official's Signature & Title: \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

# Employment Diversity Statistics

Proposer's Company Name: \_\_\_\_\_

Provide the following employment diversity statistics by completing the chart below.

| JOB CATEGORIES              | TOTAL | NON-HISPANIC WHITE |        | NON-HISPANIC BLACK |        | HISPANIC |        | ASIAN |        | AMERICAN INDIAN/<br>ALASKA NATIVE |        |
|-----------------------------|-------|--------------------|--------|--------------------|--------|----------|--------|-------|--------|-----------------------------------|--------|
|                             |       | Male               | Female | Male               | Female | Male     | Female | Male  | Female | Male                              | Female |
| Officials and Managers      |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Professionals               |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Technicians                 |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Sales Workers               |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Office and Clerical         |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Craft Workers (Skilled)     |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Operatives (Semi-Skilled)   |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Laborers (Unskilled)        |       |                    |        |                    |        |          |        |       |        |                                   |        |
| Service Workers             |       |                    |        |                    |        |          |        |       |        |                                   |        |
| <b>TOTAL</b>                |       |                    |        |                    |        |          |        |       |        |                                   |        |
| <b>% of Total Workforce</b> |       |                    |        |                    |        |          |        |       |        |                                   |        |



**M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

**Proposer's Company Name:** \_\_\_\_\_

| <b>M/WBE Firm Information</b>  | <b>Scope and/or Nature of Work to be Performed by the M/WBE</b> | <b>% of M/WBE Participation</b> | <b>Actual Amount to be expended with M/WBE *</b> |
|--|---|---------------------------------|--|
| Firm Name: _____<br>Contact Person: _____<br>Address: _____<br>_____<br>Telephone No.: _____<br>Facsimile No.: _____<br>M/WBE Certification No.: _____<br>Certifying Agency Name: _____<br>Address: _____<br>_____<br>Telephone No.: _____ |   |                                 |  |
| Firm Name: _____<br>Contact Person: _____<br>Address: _____<br>_____<br>Telephone No.: _____<br>Facsimile No.: _____<br>M/WBE Certification No.: _____<br>Certifying Agency Name: _____<br>Address: _____<br>_____<br>Telephone No.: _____ |   |                                 |  |
| Firm Name: _____<br>Contact Person: _____<br>Address: _____<br>_____<br>Telephone No.: _____<br>Facsimile No.: _____<br>M/WBE Certification No.: _____<br>Certifying Agency Name: _____<br>Address: _____<br>_____<br>Telephone No.: _____ |   |                                 |  |

\* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR  - PER CONTRACT PERIOD  OR OTHER

# **ATTACHMENT B**

## **Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**

The School Board of Broward County, Florida

**RFP 15-007V – TITLE I EDUCATIONAL SERVICES FOR PRIVATE SCHOOL STUDENTS**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Proposer's Employee | SBBC Title or Position of Proposer's Employee | SBBC Department/ School of Proposer's Employee |
|-----------------------------|---|--|
| _____                       | _____   | _____  |
| _____                       | _____   | _____  |
| _____                       | _____   | _____  |
| _____                       | _____   | _____  |
| _____                       | _____   | _____  |
| _____                       | _____   | _____  |

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

03/28/13

# **ATTACHMENT C**

## **W-9 Form**

Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

|   |   |  |
|---|---|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)   |  |
|   | Business name/disregarded entity name, if different from above  |  |
|   | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate |  |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  |  |
|   | <input type="checkbox"/> Other (see instructions) ▶   |  |
| Address (number, street, and apt. or suite no.)       |   | Requester's name and address (optional)  |
| City, state, and ZIP code                             |   | <b>The School Board of Broward County, Fla<br/>7720 West Oakland Park Blvd., #323<br/>Sunrise, Florida 33351</b> |
| List account number(s) here (optional)                |   |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Social security number   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Employer identification number   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .  | THEN the payment is exempt for . . .                              |
|--|---|
| Interest and dividend payments   | All exempt payees except for 9                                    |
| Broker transactions  | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                 |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>3</sup><br>The actual owner <sup>3</sup>                                       |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))  | The grantor <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(E))  | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# **ATTACHMENT D**

## **Drug-Free Workplace**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by \_\_\_\_\_
(Print individual's name and title)

for \_\_\_\_\_
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
\_\_\_\_\_.)

I certify that I have established a drug-free workplace program and have complied with the following:

- 1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified the employees that, as a condition of working on the commodities
or contractual services that are under bid, the employee 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 days after
such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Signature)

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of \_\_\_\_\_
My commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of notary public)

# **ATTACHMENT E**

## **Sample Agreement**

AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY
(hereinafter referred to as "VENDOR"),
whose principal place of business is
[insert their address here].

WHEREAS, [insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]; and

WHEREAS, VENDOR submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

WHEREAS, [you may use as many of these recitals or "whereas clauses" as necessary to express the parties' purposes and objectives].

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:

ARTICLE 1 - RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ and conclude on \_\_\_\_\_, 20\_\_.

2.02

2.03

2.04 Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement
Second: Addendum Nos.....
Third: RFP (Number) - (Title)
Fourth: Proposal submitted in response to the RFP by (Company Name)

**ARTICLE 2 – SPECIAL CONDITIONS**

2.05 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-          . OR

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using (Company Name) and as set forth in VENDOR's proposal.

2. **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

ARTICLE 2 – SPECIAL CONDITIONS

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC’s audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

(g) Inspection of Subcontractor’s Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: *Insert Job Title of District Representative*  
*Insert Address of District Representative*

To *VENDOR*: *Insert Name Provided by Other Party*  
*Insert Address Provided by Other Party*

With a Copy to: *Insert Name Provided by Other Party*  
*Insert Address Provided by Other Party*

**ARTICLE 2 – SPECIAL CONDITIONS**

2. Background Screening: VENDOR 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2. Background Screening: VENDOR 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 SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2. Indemnification. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees 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 SBBC, its agents, servants and employees 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 VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **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 or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or 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 in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to **VENDOR** of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay **VENDOR** for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.



**ARTICLE 3 – GENERAL CONDITIONS**

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC 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 SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**ARTICLE 3 – GENERAL CONDITIONS**

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of 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.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits or Attachment A is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever 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 expresses 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.

**ARTICLE 3 – GENERAL CONDITIONS**

3.21 **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.

3.22 **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 hereof. 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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power 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.

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Laurie Rich Levinson, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

*Insert Full Legal Name of the Corporation,  
Agency or Other Legal Entity*

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of

Name of Person

\_\_\_\_\_, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath. Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**FOR VENDOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
Insert Name Here  
who is personally known to me or who produced \_\_\_\_\_ as  
Type of Identification  
identification and who did/did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Notary’s Printed Name

(SEAL)

\_\_\_\_\_  
Notary’s Commission No.

# **ATTACHMENT F**

## **ACH Payment Agreement Form**



The School Board of Broward County, Florida  
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: \_\_\_\_\_

**Authorization Agreement**

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

**Account Information**

Name of Bank or Financial Institution: \_\_\_\_\_

Branch/ State: \_\_\_\_\_

Routing No: \_\_\_\_\_

Account No: \_\_\_\_\_  
Checking  Savings

VENDOR AREA:  
Remittance Confirmation:  
(please select one) \_\_\_\_\_

Fax  Email

Federal Identification No.  
Vendor \_\_\_\_\_

TAX ID#  SS#

**Update Purchase Order Fax & Email Address**

Centralized Fax Number \_\_\_\_\_ Dept. \_\_\_\_\_

Centralized Email \_\_\_\_\_ Dept. \_\_\_\_\_

Centralized Phone No. \_\_\_\_\_ Dept. \_\_\_\_\_

**Signature**

Authorized Signature  
(Primary) and Business title: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature  
(Joint) and Business title: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group  
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# \_\_\_\_\_ Date Entered \_\_\_\_\_ Initials: \_\_\_\_\_



# **ATTACHMENT G**

## **Specifications**

**SPECIFICATIONS**

The purpose of this Request for Proposal is to establish a contract to deliver instructional services to students enrolled in private schools who generate Title I funding and are failing or most at risk of failing.

SBBC reserves the right to terminate any contract resulting from this proposal in the event that the service rendered does not comply with the provisions of the RFP, the submitted proposal, and/or is not satisfactory, as determined by the District. (See General Condition 7.42)

**ITEMIZED COSTS:** For the purposes of determining itemized costs, the contract will consist of two parts:

1. **Instructional Activities:** Instructional activities are those services that occur at individual school sites. They may include, but are not limited to, teacher salaries and fringe benefits, cost of new instructional computers and software, classroom materials and supplies, etc. The amount of funds that can be expended annually for instructional services is determined by the funds generated from the enrollment of fund earning students at each participating private school.
2. **Administrative Support:** Administrative support is the cost that occurs in support of the instructional services portion of the program. This may include, but is not limited to, coordinator's salary and fringe benefits of the director, computer assistants (if needed), area supervisors, and support staff; office rent, utilities, equipment and supplies, postage and mailings, telephone; travel, special capital expenses, professional development for Title I teachers and supervisors who are employees of the contractor, and the contractor's fee (profit).
3. **Parental Involvement:** Costs the contractor incurs to provide parental involvement activities to parents of participating private school children.
4. **Professional Development:** Costs the contractor incurs to provide professional development activities to teachers of participating private school children.

**PAYMENT SCHEDULE:** The District will meet with the Awardee(s) to approve Title I student services. Awardee(s) will be required to submit a monthly invoice for services rendered. Title I administrator will meet with Awardee(s) monthly to review student records and verify services rendered for compliance with the RFP. Upon verification of services and cost, Title I administrator will approve the invoice for payment.

**NON-PERFORMANCE CLAUSE**

The following items will result in the immediate termination of all District responsibilities and funding to the contractor as it pertains to the Awardee(s).

1. In the event that the No Child Left Behind Act of 2001 or its reauthorization act is changed by congressional and/or judicial action to prohibit the expenditure of Title I funds on remedial education of private school students in any form, this contract becomes null and void. Awardee(s) will receive no further expenditures of funds within the contractual period. However, the Awardee(s) will be compensated pursuant to the agreement for its services rendered up to the effective date of cessation of funding.
2. Awardee(s) is solely responsible for maintaining all required documentation pertaining to a State/Federal audit. If an audit of activities covered under this contract results in adverse findings against this District that are as a result of error on the part of the Awardee(s), Awardee(s) will be responsible for reimbursement to the District for any penalty or fine assessed against this District.

# **ATTACHMENT H**

## **Deliverables**

DELIVERABLES

1. **Overview:** Awardee(s) shall provide supplementary instruction in reading and mathematics to eligible students (enrolled in Grades K-8) at private schools within Broward County, Florida. Services shall be provided during the term of this contract by qualified staff utilizing Awardee's programs, systems, teaching techniques, diagnostic tests and academic courses and materials. Eligible students and grades served will be determined by the District on an annual basis. Specific schedules will be developed through consultation with principals and SBBC to meet the academic needs of eligible students. In general, instructional services for students must:
  - Align with any and all individual educational plans and/or academic instructional plans designed for the student;
  - Be secular, neutral and non-ideological; and
  - Meet all applicable health, safety and civil rights laws.
2. **Supplementary Instructional Services:** Awardee(s) shall provide individual and/or small group (not more than eight students per group) instructional services as agreed upon during consultation of program design for each individual school in reading and/or mathematics. The specific subject area for services will be determined by the LEA based on an analysis of the multiple academic criteria determined during consultation between the LEA and the private school officials.
3. **Diagnostic Testing:** Unless the private school has elected to use available test data for student placement, a teacher employed by Awardee(s) shall test each student participating in the Awardee's instructional program, utilizing standard assessment instruments and a diagnostic assessment model. A Student Supplementary Educational Plan (SSEP) will be generated for each student and will be used to guide instruction, along with regular input from classroom teachers.
4. **Instructional Services for Students:** Students shall be placed in the instructional program as determined by the LEA based on past academic performance and standardized testing results and in consultation with the school(s). A student schedule will be jointly developed by staff of the LEA, Awardee(s), and school personnel to allow for maximum instructional services.
5. **Parental Involvement Activities:** Awardee(s) shall provide services for parents of participating students designed to build parent's capacity to help their children. Content of the services for parents will be developed by the LEA in consultation with the school. Awardee(s) shall maintain and provide the LEA with documentation of the services provided including, but not limited to, sign-in sheets, handouts, and presentation materials. The cost of services provided to parents shall be included within the cost(s) outlined in Section 4.4.3.
6. **Staff Development Activities:** Awardee(s) shall provide staff development services for teachers of participating students based on the needs of the teachers to build the capacity of the parents to help their children. Content of the services for staff will be developed by the LEA in consultation with the private school. Awardee shall maintain and provide the LEA with documentation of the services provided including, but not limited to, sign-in sheets, handouts and presentation materials. The cost of services provided to staff shall be included within the cost(s) outlined in Section 4.4.3.
7. **Facilities and Equipment:** Awardee(s) shall provide instruction at each private school. The private school will provide a suitable room for instruction. Awardee(s) shall provide any consumable and non-consumable instructional materials and any needed instructional equipment and copying services.

DELIVERABLES

8. **Responsibilities of the Local Educational Agency (LEA, also known as SBBC):** LEA shall also be responsible for:
- Maintaining control of the design, implementation, planning and evaluation of Title I services to the private school;
  - Determining student eligibility;
  - Determining assessments and evaluation of the program;
  - Making changes to the instructional program for individual students whose data indicates a lack of or only limited progress;
  - Design intervention for students who are habitually absent or tardy;
  - Monitoring the services provided and ensuring they are consistent with the approved Service Delivery Plan and all applicable laws and regulations;
  - Handling all budgetary matters of the private school allocation, including developing the budget and expenditure of funds;
  - Payment for services rendered;
  - Terminating the contract if goals, timelines and responsibilities outlined in this contract are not met.
9. **Awardee's Responsibilities:**
- Providing services to participating students early in the school year to ensure the equitable provision of services as described in the Service Delivery Plan developed by the LEA in consultation with the private school;
  - Ensuring services provided are only rendered to students identified by the LEA as eligible and not to all students in the school; and
  - Implementing services to students, parents and teachers of participating students in accordance with this RFP and the Service Delivery Plan.
10. **Reports:** Instructional reports shall be periodically (as requested by SBBC) delivered to SBBC as described below:
- Assessment Results: Pretest results for all eligible Title I students will be sent to the LEA within thirty (30) days of identification and post-test results will be provided at the end of the school year or within thirty (30) days of the student's completion of Awardee's program, whichever comes first.
  - Progress Reports: During the school year, Awardee(s) shall prepare and deliver a minimum of four (4) reports on the progress of each child enrolled in the program. Awardee(s) will distribute reports to the LEA, school and parent of each enrolled child.
  - Intervention Report: Awardee(s) shall submit a written report describing the interventions provided and results of such interventions for students the LEA has determined need additional support and intervention.
  - End-of-Year Report: Awardee(s) shall provide a cumulative summary of participating students, the overall instructional gains of participating students, and the school staff interactions with parents of participating students throughout the school year. Awardee(s) shall deliver this report to SBBC at the end of the school year.
11. **Program Evaluation:** SBBC and Awardee(s) agree and understand that the overall evaluation of the success of Awardee's program is the responsibility of the LEA in consultation with private school officials. This evaluation will be developed by the LEA and may include, at the discretion of the LEA, surveys, observations, assessments and any other criteria determined appropriate. Specifically, the LEA will use the following methods to evaluate the effectiveness of the Title I program implemented as described in this contract and Service Delivery Plan:
- Comparison of pre- and post-assessment results;
  - Review and analysis of survey results conducted with school officials, teachers and parents; and
  - Review of the services provided (e.g. number of students served, hours of service provided, type of service and student progress).
12. **Student Instruction:** In a small group with the Awardee's teacher, the emphasis is placed on the process as well as the product. Awardee's teachers will collaborate with the classroom teachers to receive instructions and academic guidance on providing supplemental academic instruction. Written documentation of this collaboration will be made on a quarterly basis.

DELIVERABLES12. **Student Instruction (Continued):**

Awardee's education plan supports the early identification of learning difficulties, instruction tailored to meet the needs of individual students and the development of student self-esteem through positive learning environment. Awardee(s) uses specific teaching strategies with a diagnostic-preventative model. Upon referral, student's needs are identified through teacher observation and testing. Student progress is carefully monitored by Awardee's teacher on a continual basis in the small group setting. This setting supports learning in an atmosphere that is cheerful and work-centered. Expectations of student behavior and participation are clear and consistent. Lastly, the physical environment exposes students to peripheral reading supports, which are designed to provoke thought and discussion.

13. **Awardee's Personnel:**

- a) Program teachers assigned to provide instructional services as set forth in this contract shall be employees of the Awardee(s) who shall be hired and compensated by Awardee(s). These teachers shall be trained by Awardee's staff regarding the program and methodology. Further, these teachers shall be supported during the term of this contract by the Awardee's management staff.
- b) Only qualified instructors who hold a current teacher's certificate from the State of Florida teacher licensing agency or who meeting current provisions for certification will be used for direct instruction. Awardee(s) shall provide SBBC with teacher's certificate(s) for all instructional personnel prior to the start of instruction.
- c) Fees associated with certifying Awardee's instructors to teach in these select private schools shall be assumed by Awardee(s) or individual instructors (i.e. fingerprinting fee). Awardee(s) shall furnish SBBC (Title I Department) with a copy of each teacher's certificate and documentation of his/her background check.

14. **Supporting Documentation:** Awardee(s) shall provide SBBC with supporting documentation with each invoice. The supporting documentation shall include: student attendance rosters with principal's signature, teacher sign-in sheets, teacher schedules, instructional services form, lesson plans and student progress reports. The supporting documentation for Professional Development and Parent involvement activities shall include: confirmation request form, work order, agendas, participant and facilitator sign-in sheets, participant evaluation forms. The supporting documentation for Administrative Costs shall include an administrative cost form.

15. **Student Lists and Site Visits:** SBBC will provide and update a list of students to be served.

SBBC will visit each eligible school site as needed to verify services have occurred and are on-going as stated in this contract.

16. **Payment for Services:** Awardee(s) shall submit to SBBC itemized monthly invoices by the 15<sup>th</sup> of each month for the services provided during the preceding calendar month showing the following fees: **Instructional, Administrative (includes travel), and materials/supplies as offered in the Cost of Services of the RFP.**

In consideration of the services, materials and equipment provided by the Awardee(s) as described herein, the LEA shall pay the Awardee(s) a fee (the "Fee"), based on the services provided to each participating student enrolled in a private school. The total amount of the Fee may not exceed the allocated amount.

Monthly invoices shall separate the costs for instructional services, activities provided to parents of participating children, professional development provided to teachers of participating students, and administrative costs (may not exceed 10% of the total allocation).

DELIVERABLES16. **Payment for Services (Continued):**

SBBC shall pay Awardee(s) the hourly cost provided in their proposal in order to provide tutorial services for students that meet Title I eligibility requirements. Payments will be made monthly. Invoices will not be paid in advance according to Florida Statutes; therefore, each pay period will be invoiced on the last day specified. Payments will be forwarded to the address stated on the invoice. **Note: The LEA has the right to withhold payment if any requirement is not met.**

The LEA may request additional documentation or explanation regarding the Awardee's services to students at any time and the Awardee(s) shall respond to such requests promptly with additional information the LEA may require. Failure to provide additional information or explain why it cannot be provided within thirty (30) days of receipt of the LEA's request may be cause for default and termination of contract.

17. **Monitoring and/or Audits:** Awardee's program, curriculum and instruction may be monitored through a review of lesson plans, curriculum documents and instructional materials to determine if the implemented program is consistent with the Service Delivery Plan. Quarterly reviews of students' progress toward meeting the stated goals will be conducted by the LEA. Based on the results of those reviews, and/or additional documentation, the LEA may make changes to the instructional program.

A representative of the LEA may observe Awardee's services to students at any time with or without prior notice to the Awardee(s).

18. **Control and Care of Students:** Awardee(s) is responsible for the control and safety of all students in the program from the time student arrives until the students are placed under the control of the parent/guardian or private school official. Prior to beginning services, Awardee(s) will be provided with contact information detailing who to contact in case of an emergency as well as a list of adults authorized to pick up the student. This information must be kept by Awardee(s) and made available to Awardee's employees at all time when the student is being served. Students will not be released into the custody of unauthorized person(s).

Awardee(s) shall make a first-aid kit available while Title I, Part A services are being provided. If a child needs minor aid such as a band-aid or ice pack, he or she shall be given the item to apply themselves. For more serious injuries or emergencies, the parent(s)/guardian(s) shall be called immediately. Awardee's employees shall not dispense medications to children without parent approval. Awardee's employees will not release medications (including inhalers) to a student unless the information is documented on a medical release form. The LEA, private school and parents shall be notified of any incidents in which first-aid and/or medications were needed.

19. **Student Records/Consents:** Awardee(s) shall maintain confidentiality of all student records in compliance with applicable federal and state laws. Records shall include tests, attendance records, and student diagnostic summaries. Additionally, Awardee(s) shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Awardee(s) and SBBC for the mutual disclosure of the student's records by and between SBBC and Awardee(s).20. **Record Retention:** Awardee(s) agrees to retain and make available to SBBC all records related to this contract for at least five (5) years after the contract is completed at no cost to SBBC. SBBC reserves the right to audit and inspect all records maintained by Awardee(s) in providing services under this contract.21. **Teachers and Services:** Awardee(s) shall provide a certified teacher at the proposed sites with the responsibility of planning, administering and assessing an individualized supplementary instructional program in reading and/or mathematics for Title I students. All services will be delivered at student's school. The Title I funded teachers **can not** engage in team teaching or other cooperative instructional activities with private school personnel and they cannot introduce any religious matter into their teaching or become involved in the religious activities of the private school.

DELIVERABLES

22. **Appropriate Educational Materials:** Awardee(s) shall provide supplemental textbooks, equipment and other instructional materials used in the program that is current and appropriate for the instructional levels and academic needs of participating students, and the inventories of these materials are to be labeled as "Title I Property" accessible and available upon request. Materials purchased under this contract can only be utilized with Title I students.
23. **Instructor Assignment:** Awardee(s) shall provide the principal of each school with written notification when a teacher is assigned.
24. **Criminal Background Checks:** Every teacher engaged in direct instruction must satisfy the requirements for fingerprinting and criminal background checks as required by law and by SBBC prior to working with students in the program. **(Refer to General Condition 7.30)**
25. **Reporting Suspected Cases of Child Abuse:** Awardee(s) assures the LEA that all staff members, including volunteers are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including, but not limited to, Sections 39.201 and 937.025, Florida Statutes. Awardee(s) agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Awardee(s) agrees that all staff members will abide by such laws in a timely manner.
- When the Awardee(s) becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, or missing children under their supervision, the Awardee(s) shall call the Child Abuse Hotline immediately and then submit within twenty-four (24) hours an accident report to child abuse to the LEA liaison or Title I Director within twenty-four (24) hours when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under the Awardee's supervision.
26. **Prohibition of Lobbying:** The funds provided under this contract may not be expended for the purpose of lobbying.
27. **Agreement:** In providing all services under this contract, Awardee(s) shall abide by all federal, state, and local statutes, ordinances, rules, regulations and standards, as well as the standards and requirements imposed upon the LEA by federal and state agencies providing funding to the LEA for the purchase of Awardee's services.
28. **GEPA Statement:** Awardee(s) and their employees must comply with all federal and state laws and regulations and with School Board policies related to health, safety and civil rights, the Americans with Disabilities Education Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Act (IDEA). Awardee(s) is/are prohibited from discriminating on the basis of race, religion, sex, age, handicap or sexual orientation in employment or operation of the program. Failure to comply with this requirement



# **ATTACHMENT I**

**Title I, Migrant and Special Programs,  
Private School Students 2013 -2014 Allocation**

**THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA  
TITLE I, MIGRANT AND SPECIAL PROGRAMS  
PRIVATE SCHOOL STUDENTS – 2013 -2014 ALLOCATION**

|    |  |              |
|----|--|--------------|
| 1  | Abundant Life Christian Academy              | \$74,885.00  |
| 2  | AEF Schools (fomerly Kentwood Prep)          | \$13,940.00  |
| 3  | Alazhar School                               | \$43,010.00  |
| 4  | All Saints Catholic School                   | \$56,780.00  |
| 5  | Anew Generation Christian Leadership Academy | \$1,275.00   |
| 6  | Annunciation Catholic School                 | \$28,220.00  |
| 7  | Brauser Maimonides Academy                   | \$62,220.00  |
| 8  | Broward Jr. Academy                          | \$42,160.00  |
| 9  | C.G. Smith Academy                           | \$14,280.00  |
| 10 | Edith Robinson                               | \$1,870.00   |
| 11 | Glades Christian Academy                     | \$19,380.00  |
| 12 | Gloria Dei Lutheran Academy                  | \$12,240.00  |
| 13 | Grace and Faith International Academy        | \$3,315.00   |
| 14 | Hebrew Academy                               | \$23,290.00  |
| 15 | Lighthouse Christian Academy                 | \$1,275.00   |
| 16 | Little Flower Catholic School                | \$64,345.00  |
| 17 | Lycee Franco American                        | \$11,645.00  |
| 18 | Marc Ariel School of Excellence              | \$8,925.00   |
| 19 | Mary Help of Christian Schools               | \$36,210.00  |
| 20 | Masoret Yehudit School                       | \$6,885.00   |
| 21 | Mt. Bethel Christian School                  | \$36,975.00  |
| 22 | Mt. Olivet SDA School                        | \$19,210.00  |
| 23 | Nativity Catholic School                     | \$143,495.00 |
| 24 | New Hope Learning Center                     | \$15,980.00  |
| 25 | Nur Ul Islam Academy                         | \$30,940.00  |
| 26 | Piney Grove Boys Academy                     | \$16,660.00  |
| 27 | Our Lady Queen of Martyrs                    | \$45,815.00  |
| 28 | Our Savior Lutheran School                   | \$26,690.00  |
| 29 | Parkridge Christian Academy                  | \$8,160.00   |
| 30 | Salah Tawfik School                          | \$37,655.00  |
| 31 | Sawgrass Adventist School                    | \$29,240.00  |
| 32 | Sharon School of Excellence                  | \$12,240.00  |
| 33 | South Florida Jewish Academy                 | \$2,380.00   |
| 34 | Spring Gate School                           | \$5,610.00   |
| 35 | St. Ambrose Catholic School                  | \$41,990.00  |
| 36 | St. Andrew Catholic School                   | \$55,675.00  |
| 37 | St. Anthony Catholic School                  | \$71,060.00  |
| 38 | St. Bartholomew Catholic School              | \$31,195.00  |
| 39 | St. Bernadette Catholic School               | \$26,945.00  |

**THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA  
TITLE I, MIGRANT AND SPECIAL PROGRAMS  
PRIVATE SCHOOL STUDENTS – 2013 -2014 ALLOCATION**

|    |                                 |                       |
|----|---------------------------------|-----------------------|
| 40 | St. Bonaventure Catholic School | \$17,850.00           |
| 41 | St. Coleman Catholic School     | \$138,635.00          |
| 42 | St. David Catholic School       | \$44,540.00           |
| 43 | St. Gregory Catholic School     | \$104,040.00          |
| 44 | St. Helen Catholic School       | \$57,375.00           |
| 45 | St. Jerome Catholic School      | \$63,410.00           |
| 46 | St. Mark Catholic School        | \$11,730.00           |
| 47 | Trinity Christian School        | \$15,555.00           |
| 48 | True Bread Christian Academy    | \$5,270.00            |
| 49 | Westlake Preparatory School     | \$13,600.00           |
|    |                                 |                       |
|    | <b>GRAND TOTAL</b>              | <b>\$1,656,070.00</b> |

# **ATTACHMENT J**

**Statement of “No Response”**

## ATTACHMENT J, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

SBBC  
 Supply Management & Logistics Department  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

| √                        | <b>Reasons for "NO Response":</b>                                   |
|--------------------------|---|
| <input type="checkbox"/> | Unable to comply with product or service specifications.            |
| <input type="checkbox"/> | Unable to comply with scope of work.                                |
| <input type="checkbox"/> | Unable to quote on all items in the group.                          |
| <input type="checkbox"/> | Insufficient time to respond to the Request for Proposal.           |
| <input type="checkbox"/> | Unable to hold prices firm through the term of the contract period. |
| <input type="checkbox"/> | Our schedule would not permit us to perform.                        |
| <input type="checkbox"/> | Unable to meet delivery requirements.                               |
| <input type="checkbox"/> | Unable to meet bond requirements.                                   |
| <input type="checkbox"/> | Unable to meet insurance requirements.                              |
| <input type="checkbox"/> | Other (Specify below)   |

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_