



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

PROCUREMENT & WAREHOUSING SERVICES  
MARY CATHERINE COKER, DIRECTOR  
www.browardschools.com

## SCHOOL BOARD

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ROBERT W. RUNCIE  
*Superintendent of Schools*

February 25, 2016

## ADDENDUM NO. 2 RFP 17-004V

### Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers

#### TO ALL PROPOSERS:

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

This is to change the quantity of proposals received when submitting your proposal.

Page 1 of 39 Pages, correct the number of copies of the proposal to be returned to the Procurement Department from 15 copies to **10 copies**.

Page 29 of 39 Pages, correct the number of copies of the proposal to be returned to the Procurement Department from 15 copies to **10 copies**.

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 RFP No. 17-004V, Proposer certifies acceptance of this Addendum.

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



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CHARLES V. HIGH, C.P.M., A.P.P., MBA  
PURCHASING AGENT IV  
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NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

February 19, 2016

## ADDENDUM NO. 1 RFP 17-004V

### Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers

#### TO ALL PROPOSERS:

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

1. Attached are the responses to the questions received.
2. **DELETE:** Page 8 of 39 Pages  
**DELETE:** Page 10 of 39 Pages  
**DELETE:** Page 11 of 39 Pages  
**DELETE:** Page 12 of 39 Pages  
**DELETE:** Page 20 of 39 Pages  
**DELETE:** Page 22 of 39 Pages  
**DELETE:** Page 23 of 39 Pages  
**DELETE:** Page 1 of 8 Pages (Attachment H)  
**DELETE:** Page 2 of 8 Pages (Attachment H)  
**DELETE:** Page 3 of 8 Pages (Attachment H)  
**DELETE:** Page 4 of 8 Pages (Attachment H)  
**DELETE:** Page 5 of 8 Pages (Attachment H)  
**DELETE:** Pages 6 through 8) (Attachment H)  
**DELETE:** Page 1 of 1 Pages (Attachment I)  
**DELETE:** Page 28 of 39 Pages  
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**INSERT:** Page 23 of 39 Pages – **REVISED** –  
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**INSERT:** Page 4 of 5 Pages – **REVISED** – (Attachment H)  
**INSERT:** Page 5 of 5 Pages – **REVISED** – (Attachment H)  
**INSERT:** Page 1 of 1 Page – **REVISED** – (Attachment I)  
**INSERT:** Page 28 of 39 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 RFP No. 17-004V, Proposer certifies acceptance of this Addendum.

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

➤ **QUESTION #1:**

Will the students be required to purchase the School Board student insurance to participate in this program?

**ANSWER TO QUESTION #1:**

*Every provider is required to meet insurance requirements of Broward County Public Schools. If a child is injured while attending your program it is the provider's responsibility to cover the cost for the injury. Students who attend a Broward County Public School shows evidence they have personal insurance when they register at the school.*

➤ **QUESTION #2:**

What subsidized programs are available for this program?

**ANSWER TO QUESTION #2:**

*There are not subsidized program provided by Broward County Public Schools. Providers apply for grants under their not-for-profit status with multiple private, state, and federal programs.*

➤ **QUESTION #3:**

Is there a snack program available through the school system for this program?

**ANSWER TO QUESTION #3:**

*If the school has greater than 50% free or reduced lunch status the program may receive a free snack through food services.*

➤ **QUESTION #4:**

Are 21<sup>st</sup> CCLC programs operating at high schools covered under this RFP?

**ANSWER TO QUESTION #4:**

*21<sup>st</sup> CCLC do not fall under this grant.*

➤ **QUESTION #5:**

Are 21<sup>st</sup> CCLC programs operated at high school sustained by local funding covered under the RFP?

**ANSWER TO QUESTION #5:**

*No, Before & After School Child Care does not oversee the 21<sup>st</sup> CCLC under this RFP.*

➤ **QUESTION #6:**

In the RFP package, under Attachment I – Forms, it includes a “Day(s) of Intent to Provide Child Care Services at” Form. Does this form need to be completed by each school with principal and area office signature and submitted at the time of the application submission or is this a sample form that will need to be submitted at a later date after the response to the RFP is approved?

**ANSWER TO QUESTION #6:**

*Days to Intent to Provide Child Care is the Facility Usage Agreement used by the provider to request service for a school year After the provider has been selected and awarded a location to provide services for a school, the FUA is provided to the principal and the principal sends it to the Office of Service Quality for approval.*

➤ **QUESTION #7:**

Can we just copy and paste the bottom of Page 5 and 6 to a new document when we submit?

**ANSWER TO QUESTION #7:**

*There will be a WORD version of these pages on Demandstar under this RFP number. The decision on how this will be processed is up to the Proposer.*

➤ **QUESTION #8:**

If a question asks for documentation, do we put it behind the question asked or in the attachment section?

**ANSWER TO QUESTION #8:**

*Do not create an attachment section for documents. Place all documentation behind the question being asked in your submitted proposal.*

➤ **QUESTION #9:**

In sections 4.5.2 through 4.5.2.27 and 4.6.3.1 through 4.6.3.13 if we check the box yes, can comply do we need to provide an explanation?

**ANSWER TO QUESTION #9:**

*That is up to the Proposer. The evaluation committee looks to see if your response will meet the “Yes, Can Comply”.*

➤ **QUESTION #10:**

How many weeks are required in question 4.6.1.5? It states the whole summer does that mean from the day school ends until Friday before school starts?

**ANSWER TO QUESTION #10:**

*When you write the proposal you are explaining what services your company will provide. The hours, number of days, how many days, etc. “How do you plan to meet the needs of the families who must have their child, in a program, so they can work?”*

➤ **QUESTION #11:**

Section 5.4 states that you need to achieve 70 points or higher to be awarded, but the RFP is being evaluated into two parts, depending on the services provided. Does that mean that the combined score needs to be 70 points or each section must receive 70 points or higher?

**ANSWER TO QUESTION #11:**

The evaluation is divided into two sections: 1) Before and After School Child Care, and 2) Summer, Non-School Day Programs. Proposer must achieve a minimum of 70 points separately for each section above. There is no combined score.

➤ **QUESTION #12:**

Attachment B asks for SBBC employees. Does this mean we must list every employee who works in our after school program that works for SBBC(teachers, security, custodians, etc.)

**ANSWER TO QUESTION #12:**

Attachment B states the names of any employees who are employed by Proposer who are also an employee of SBBC. Is anyone on Proposer's staff directly employed by SBBC? If so, fill out the form.

➤ **QUESTION #13:**

Do we include Attachment E in our proposal as it is?

**ANSWER TO QUESTION #13:**

No. Attachment E is only a sample of the agreement that will be sent to you after the posting of the recommendation.

➤ **QUESTION #14:**

Do we put a copy of the BASCC operational handbook (Attachment F) and the SBBC Screening Guidelines (Attachment G) in our proposal?

**ANSWER TO QUESTION #14:**

No. This is for informational purposes only.

➤ **QUESTION #15:**

Can our fee schedule be more than 9 months? Can we spread it out to 10?

**ANSWER TO QUESTION #15:**

Yes, you can have 10 payments but not to exceed the per hour fee for 180 school days.

For example you operate a:

Cost per hour	\$2.70
4 hours a day	X 4
Daily sub	\$10.80
<u>180 school days (subtotal)</u>	<u>\$1,944.00</u>
6 early release (2 hrs)	\$32.40
Total cost	\$1,976.40

8 payments would be \$220 per payment, the 9<sup>th</sup> would be \$216.40

9 payments would be \$198 per payment, the 10<sup>th</sup> would be 194.40

➤ **QUESTION #16:**

Do we use a separate sheet for Non-School Day prices? Where would be put that?

**ANSWER TO QUESTION #16:**

*Include it in your proposal when discussing your fees for non-school days.*

➤ **QUESTION #17:**

In Attachment H are we to omit the charts on Pages 3, 4 and at the bottom of Pages 7 and 8?

**ANSWER TO QUESTION #17:**

*Refer to the attached revised pages to this Addendum.*

➤ **QUESTION #18:**

What needs to be behind Attachment I?

**ANSWER TO QUESTION #18:**

*Attachment I is the Facility Usage Agreement (FUA) once you begin to provide services. The school select the program, the provider submits the FUA to the school by May 15<sup>th</sup> prior to the next school year for approval of days to be on campus.*

➤ **QUESTION #19:**

How do you want this proposal bond and is there a requirement for the size and type of font used?

**ANSWER TO QUESTION #19:**

*There is no proposal bond required for the services of this RFP. It is left to the Proposer to determine what size and type of font used. Font and size should be legible to read.*

➤ **QUESTION #20:**

When will the RFP be available in WORD?

**ANSWER TO QUESTION #20:**

*When Addendum No. 1 is posted on Demandstar. Forms will be placed as a separate file in RFP 17-004V on Demandstar*

➤ **QUESTION #21:**

What is the exact charge for consumable usage?

**ANSWER TO QUESTION #21:**

*It is based on the number of children attending the program.*

- \$0                      1-30 students
- \$5                        31-100 students
- \$10                      101-200 students
- \$5                        additional each day, for each increment of 100

➤ **QUESTION #22:**

If we are considering whether to do a 9 month payment plan or a 10 month payment plan should we include both in the cost of services section?

**ANSWER TO QUESTION #22:**

*You cannot exceed a program for 180 school days. You may charge either*

➤ **QUESTION #23:**

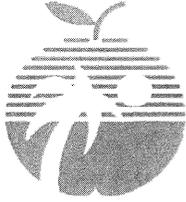
If licensing monitors during the summer, do we still have to pay BASCC the \$15 fee?

**ANSWER TO QUESTION #23:**

*Yes, you will still pay the \$15 per child. The program will still receive a visit by Before & After School Child Care even if visited by Child Care License. You are on a BCPS campus and need to meet the requirements for BCPS.*

**CLARIFICATION:**

The Cone of Silence (General Condition 7.34) pertains to Proposers communicating with any other SBBC employee, Superintendent or School Board Member except for the Purchasing Agent assigned to the RFP. The Cone of Silence does not pertain to vendor-to-vendor communication.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES  
MR. CHARLES V. HIGH, C.P.M., A.P.P., MBA  
PURCHASING AGENT IV  
[www.browardschools.com](http://www.browardschools.com)

February 4, 2016

## SCHOOL BOARD

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NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 17-004V – Eligibility for Offering Before and/or After  
School Child Care, Summer and Non-School Day Programs for Elementary, Middle,  
High and Exceptional School Children Centers**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers**. 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:

• **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.4.4 of the RFP)**

SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.

### NON-MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference will be held on **February 10, 2016**, beginning at **9:00 a.m. Eastern Time (ET)**, in the **Procurement & Warehousing Services 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351, Bid Rooms 1- 4**. Representatives from all interested companies are encouraged to attend.

### 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 Procurement & Warehousing Services 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 K**, 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 Procurement & Warehousing Services 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

# REQUEST FOR PROPOSALS (RFP)

## RFP 17-004V

### ELIGIBILITY FOR OFFERING BEFORE AND/OR AFTER SCHOOL CHILD CARE, SUMMER AND NON-SCHOOL DAY PROGRAMS FOR ELEMENTARY, MIDDLE, HIGH AND EXCEPTIONAL SCHOOL CHILDREN CENTERS



RFP Release Date:	<b>February 4, 2016</b>
Non-Mandatory Proposers' Conference:*	<b>February 10, 2016 (See Section 3.0)</b> in Procurement & Warehousing Services Department
Written Questions Due:	On or Before 5:00 p.m. ET <b>February 16, 2016</b> in Procurement & Warehousing Services Department
Proposals Due:*	On or Before 2:00 p.m. ET <b>March 1, 2016</b> in Procurement & Warehousing Services Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Procurement & Warehousing Services 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) 17-004V**  
**1.0 REQUIRED RESPONSE FORM**

**RELEASE DATE:** February 4, 2016

**TITLE:** Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers

This Proposal must be submitted to the Procurement & Warehousing Services 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. EST, March 1, 2016 and plainly marked RFP 17-004V, Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Child Centers. Proposals received after 2:00 p.m. EST on date due will not be considered.

**One complete, original hard-copy Proposal** (clearly marked as such), **and one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive **and 15 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 17-004V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services 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 PERSON'S EMAIL ADDRESS: \_\_\_\_\_

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

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

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 GG 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

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive from not-for-profit charitable Providers of child care services, proposals for eligibility for offering before and/or after school child care, summer and non-school day program services on-site for Elementary, Middle, High and Exceptional School Children Centers for three consecutive school years commencing 2016 through 2019 and continuing through year 2019. Each consecutive school year is defined as the beginning of the calendar school year through the end of the summer programs school year. All programs, hours and dates shall be determined by each location. For the purpose of the RFP, an elementary school will include pre-school and early childhood students.

Before and After School, Summer and Non-School Day Programs: SBBC desires to receive from municipalities and/or not-for-profit charitable providers of child care services proposals for school year, summer, and non-school day programs for Elementary, Middle, High and Exceptional School Children Centers three consecutive years commencing 2016 - 2019 and continuing through year 2019 summer program. Each consecutive school year is defined as the beginning of the calendar school year through the end of the calendar school year summer program. All programs, hours and dates shall be determined by each location. **SBBC reserves the right to change the summer work schedule.** If the work schedule is altered, notice of the change will be given to providers sixty days prior to the start of the summer calendar, allowing Providers adequate time to prepare.

The mission of SBBC's Before and After School Child Care, Summer, and Non-School Day programs is to provide students with: 1) An inclusive child care program which is safe and nurturing, in a comfortable environment; 2) A cultural enriching program that promotes the physical intellectual, emotional and social development of each child; and 3) A program that meets the highest quality of child care standards.

There are two parts to the RFP. The first part will be for services offered for before and after school programs. The second part will be for summer and non-school day programs. Each part will be evaluated separate and distinct from the other. Awards will be made to providers which meet all requirements of the RFP and receive 70 points or higher during the evaluation process.

Currently there are over 22,000 children being served in 193 Before and After School Child Care programs and locations with summer camp programs. Programs at elementary schools, middle schools, high schools and centers are either operated by the school or a private provider. The school principal, in collaboration with the school parents, before & after care parents, and School Advisory Committee, will select the provider for the school.

A multiple award will be made in order to provide a pool of qualified providers. All student fees are to be collected by and paid directly to the provider by the parent or guardian. Only providers approved by this contract as a qualified provider will be authorized to offer services. SBBC reserves the right to have the Office of Management/Facility Audits audit providers' fee collection procedures, fee schedules and all records i.e., financial, attendance, etc. at any time, if it is in the best interest of the district to do so.

SBBC reserves the right to limit or increase the pool of providers to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract, if deemed necessary by SBBC. The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional providers will be approved and added to the pool of eligible child care providers. Regardless as to the year a provider is added to the pool of eligible providers to this RFP, all awards will be terminated at the end of the calendar School Year 2019 unless the contract is renewed for additional years.

Each provider shall be responsible, during the term of the contract, to make sure all personnel employed under this contract are properly badged with a SBBC issued identification badge (See General Condition 7.28). Each provider shall be responsible, during the term of the contract, to make sure insurance certificates are current and updated with SBBC's Risk Management Department (See Special Condition 6.3). Failure to properly badge employees or keep insurance certificates current for this contract will result in the provider being found in default of their contract (See General Conditions 7.33 and 7.35).

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **February 10, 2016 in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 9:00 a.m.** Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive Proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 2.3 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from SBBC Supplier Diversity & Outreach Program may be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

- 2.3 **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, Procurement & Warehousing Services Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail **charles.high@browardschools.com**. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services 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 Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. EST, February 16, 2016**. 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.

- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 31, 2016 and continuing through September 30, 2019**. 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. Procurement & Warehousing Services 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 the School Board. **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.

- 2.5 **Price Adjustments:** **Prices offered shall remain firm through the length 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, 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) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI 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 in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at **<http://www.bls.gov>** or by contacting the Bureau directly.

- 2.6 **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.

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

- 2.7 **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.) 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 4, 2016	Release of RFP
February 10, 2016	Non-Mandatory Proposers' Conference at 9:00 AM in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
February 16, 2016	Written questions due on or before 5:00 p.m. EST in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
March 1, 2016	Proposals due on or before 2:00 p.m. EST in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
April 5, 2016	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
April 7, 2016	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 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Before and After School Child Care, Director  
Rock Island Professional Development Center  
2301 NW 26<sup>th</sup> Street  
Ft. 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)**

**4.2 Just one consolidated proposal will need to be submitted by your company.**

- If you are offering Before and/or After School Child Care only then you answer Sections 4.3 through 4.6.4.
- If you are offering only Non-School Days/Summer Programs, only answer Sections 4.5 through 4.6.4.
- If your company is offering **both** Before and/or After School Child Care and Summer Programs Sections 4.3 through 4.6.4 must be answered.

If the question is the same as the previous (first) section, copy the answer to the second section.

**Clearly indicate on the cover (title) if you are offering before and/or after school child care or summer programs and non-school days or both.**

Information provided cannot be plagiarized from the BASCC Operational Handbook; if found to be the case, the submitted proposal will result in zero or a reduced allocation of points and may result in disqualification of entire proposal at the discretion of the Evaluation Committee.

Remember, each section must be clearly identified, in the order provided and answered. Proposals which are not in order and clearly marked for the evaluator will result in zero or a reduced score at the discretion of the Evaluation Committee.

**4.2.1 Type of Services Offered:** What type of service will your company be providing? Check mark appropriate box or boxes:

- School Year, Before and After Child Care (only) (Sections 4.4 through 4.4.4)
- Summer Program and Non-School Days (only) (Sections 4.5 through 4.6.4)
- Both School Year, Before and After Child Care and Summer and Non-School Day Programs (Sections 4.4 through 4.6.4)

**4.2.2 Number of Sites and Locations Offered:** Check mark appropriate box or boxes:

**Before and After School Programs**

- Elementary    Middle    High School    Exceptional Student Centers

- All Areas:**  Yes    No,                      **Central:**  Yes    No  
**North:**    Yes    No,                      **South:**  Yes    No

**Summer and Non-School Days**

- Elementary    Middle    High School    Exceptional Student Centers

- All Areas:**  Yes    No,                      **Central:**  Yes    No  
**North:**    Yes    No,                      **South:**  Yes    No

# PART I

## **BEFORE AND AFTER SCHOOL CHILD CARE SERVICES**

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

The SBBC's Procurement & Warehousing Services 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.

4.3 **Minimum Eligibility for Before and After School Programs:** 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 or clearly state the information requested below shall result in disqualification of the 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.

4.3.1 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.)

4.3.2 Proposer must provide written proof that the direct provider and/or contracted direct providers are recognized as a not-for-profit charitable organization (i.e., Internal Revenue Service 501(c)(3) or 509(a)(2)).

4.3.3 Proposer must provide written proof showing that:

a) The Proposer has a minimum of at least three (3) years of experience operating as a provider (noted as 4.3.3 explaining your experience) of school age before or after school care program(s); state the number of students served at a single location

**OR**

b) At least one (1) member of Proposer's executive leadership team possesses a minimum of three (3) years of experience within the last five years, commencing with the 2010-2011 school year, in managing or overseeing a school age before or after school child care program(s); state the number of students served at a single location.

4.3.4 To satisfy the written proof requirement, the Proposer shall provide a letter from the administrator of each location at which experience is being relied upon to satisfy the requirements of Section 4.3.3. The definition of a "school-age before school child care program" is an on-school-site child care program at a single location serving at least 100 students which begins at least one (1) hour before the start of the school day, five days a week during the regular 180-day school year. The definition of a "school age after school child care program" is an on-school-site or off-school-site child care program at a single location serving at least 100 students which begins from the moment the school day ends until at least 6:00 PM, five days a week, and during the regular 180-day school year. **Tutoring services does not fall into this category and will not be accepted for this type of service.** Programs may have less than 100 students at a site, but should have overall 100 students they service yearly.

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

4.5 **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.

4.5.1 **Proposer's Qualifications – (Maximum 40 allowable points)**

4.5.1.1 **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.

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

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

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

##### **4.5.1 Proposer's Qualifications (Continued)**

4.5.1.3 **Organizational History, Structure and Authoritative Direction of Control:** Describe the history, structure and authoritative direction of control of your organization, with particular emphasis upon the Proposer's experience with child care, be specific. Provide an organizational chart of your administrative staff.

4.5.1.3.1 **Audited Financial Report:** Proposer must submit a copy of organization's most recently completed IRS Form 990 and most recently completed audit performed by and signed by an independent Certified Public Accountant and to include financial comments.

4.5.1.4 **Administration and Staff Qualifications:** Describe the qualifications, job description(s) and experience required of the administrative, supervisory and child care workers, who will provide the services to SBBC. Documentation, which describes job qualifications and experience, will be acceptable.

4.5.1.5 **Recruiting, Selecting, Training and Evaluation:** Describe your procedures for recruiting, selecting, training and evaluating all child care workers. (See General Condition 7.28 for terms of fingerprinting and badging requirements).

Detailed information of staff orientation and on-going training including frequency and training agendas must be included.

Describe the content and process you use for program and staff evaluation. Attach a copy of form(s) used, and proposal will need to include your parent and staff handbook.

4.5.1.6 **Program Design – Weekly Schedule:** Present a projected one-week schedule and include the times and specific activities, by grade level.

Elementary school activities must include academic assistance components at each grade level (in addition to homework assistance), technology, structured outdoor play, as well as a variety of other developmentally appropriate activities which include, but are not limited to, indoor/outdoor activities, quiet and active time activities, individual, small and large group activities, child and staff activities and snacks.

Middle, High School and/or Center school activities must include academic and enrichment activities. Indicate if the submitted schedule is designed for the school age students and on the schedules, if the activities are academic or enrichment.

State if Proposer would be willing to offer before school child care services, if requested by a school. If before care is provided, what would be the minimum number of student's the Proposer would need to attend the program for you to provide this service?

4.5.1.7 **Program Enrichment:** Describe any program used to enrich the student's environment with additional activities, i.e. specialized lessons, tutoring, clubs, community service activities, etc. by site and be specific as to Elementary, Middle, High School and/or Center programs. This should only include services not already required by the RFP and BASCC Private Provider Operational Handbook.

To obtain a copy of the BASCC Private Provider Operational Handbook, visit the department website at [http://sbbc-bascc.com/downloads/Operational\\_Handbook\\_1516.pdf](http://sbbc-bascc.com/downloads/Operational_Handbook_1516.pdf)

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

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

##### **4.5.1 Proposer's Qualifications (Continued)**

- 4.5.1.8 **Academic Program in Elementary, Middle, High and/or Center Schools:** Describe the academic services to be provided. Be specific as to the subject, content, frequency, methods of instruction and grade level. Indicate the academic services by school site and if a certified teacher or a non-instructional staff member is providing the academic component. Identify the credentials of employees who will provide these services.
- 4.5.1.9 **Operational Policies:** Describe the program policies regarding: (1) discipline (your discipline plan needs to include procedures for program suspension and expulsion); (2) child abuse and neglect, (3) Anti-Bullying, SBBC Policy 5.9; (4) parent involvement; (5) refunds; (6) snack/dinner provisions and (7) reasonable accommodation in accordance with American Disabilities Act (ADA). Explain how you will service the children at each school location and how many will be serviced.  
Children with special needs are evaluated when they apply and ratios need to meet the intake requirements. Explain how you will service these children. What accommodations will you put into place? What will be the ratio you are willing to provide?
- 4.5.1.10 **On-Site Supervision:** Describe the provisions for daily on-site supervision at each site. Additionally, provide a written plan of staff responsibilities regarding supervision of children in the event a parent or guardian fails to pick up the child at the conclusion of the after-care. Include your company's emergency contact information. Explain how sites will have adequate personnel to stay within ratios, a requirement of SBBC. What is your plan to make sure this will happen?
- 4.5.1.11 **Licensing:** Proposer must submit a copy of a child care license for each location that you are currently serving. As an approved provider with this RFP, you agree to apply and receive a license to service all children on the campus of the school, regardless of the age of the child. If you cannot obtain a license for 3 or 4 year olds on the school campus, would you be willing for the District to operate the program alongside of your program?
- 4.5.1.12 **Litigation:** Proposer will provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years regarding your child care program only. 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), 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)**

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

4.5.2 **Scope of Services Provided – (Maximum 50 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

**SCHOOL YEAR BASED – Before and After School Child Care**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.5.2.1	<p>Programs provided by eligible providers must be licensed by Broward County and meet the provisions of the Broward County Child Care Ordinance No. 2004-2. Licensing must cover the ages of students enrolled at the school.</p> <p>A provider must obtain their licensing within sixty (60) days after award of contract. Failure of the provider to obtain their child care licensing from Broward County as required by this RFP will result in default of contract. Providers must keep their licensing current and up-to-date during the term of the contract with no lapse of licensing. Failure of the provider to keep their licensing current and up-to-date will result in default of contract.</p> <p>If a provider is unable to attain a license, for your 3 and 4 year olds, then the provider understands a BCPS department or another provider may offer the services to meet the needs of the students, being serviced on the campus.</p>			
4.5.2.2	<p>Providers must display at each location a copy of the organization's current Broward County Child Care License. A copy shall be provided to Supply Management and Logistics, if requested. Broward County Child Care licensing evaluations must be made available upon request.</p>			
4.5.2.3	<p>Providers must meet SBBC guidelines included in the Broward County Schools' Before &amp; After School Child Care Private Provider Operational Handbook. <b>(See Attachment F)</b> When available, the revised BASCC "<i>Private Provider Operational Handbook</i>" will be distributed to awardees of this contract. All special conditions and deliverables included in RFP supersedes information included in BASCC "<i>Private Providers Operational Handbook</i>".</p>			
4.5.2.4	<p>Providers shall maintain their not-for-profit charitable organization (i.e., Internal Revenue Service 501(c)(3) or 509(a)(2)) status for the term of the contract. Failure of the provider to maintain their not-for-profit charitable organization status for the term of the contract shall result in default of contract.</p>			

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

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

4.5.2 **Scope of Services Provided (Continued)**

**SCHOOL YEAR BASED – Before and After School Child Care**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.5.2.5	<p>Provider <b>must</b> maintain a staff to child ratio of: one to ten (1:10) pre-school age and for pre-kindergarten students; one to twenty (1:20) for kindergarten through 5<sup>th</sup> grade students; and one to twenty-five (1:25) for 6<sup>th</sup> through 12<sup>th</sup> grade students at all times during the term of the contract. Ratios for special needs students will be determined based upon the special needs intake form, at the time of registration.</p>			
4.5.2.6	<p>If a child care provider begins providing services to a school location, they will have secured a child care license prior to servicing the children, when a license is required, and a copy of the child care license will need to be provided to BASCC and the Procurement &amp; Warehousing Services. Failure to obtain a license will result in your company not servicing the children at the school location.</p>			
4.5.2.7	<p>If the provider is currently providing child care services, a copy of all child care license inspections for the last year, on all programs the provider is administrating, must be submitted to demonstrate quality of the program. In addition, to maintain your award you must submit a copy of the license inspections each year showing you are in compliance with the requirements of SBBC.</p> <p>A copy of each licensing report, for each location, must be submitted to BASCC for the 180 school days the provider is in place. A copy is submitted to BASCC by June 30, each year.</p>			
4.5.2.8	<p>If child care licensing stops providing these inspections, BASCC will charge \$500 per year, per location, to determine the compliance of the program.</p> <p>This will include checking ID badges, ratios and compliance with CPR/First Aid, Child Abuse and Neglect, and Anti-Bullying, as well as the safety of child care being provided.</p>			

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

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

**4.5.2 Scope of Services Provided (Continued)**

**SCHOOL YEAR BASED – Before and After School Child Care**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.5.2.9	<p>During the term of the contract, each awarded provider shall meet or exceed the expectations of the BASCC <i>Quality Standards Needs Assessment</i> as stated in The School Board of Broward County, Florida Before &amp; After School Child Care Program Handbook.</p> <p>The assessment tool includes Human Relationships, Indoor Environment, Outdoor Environment, Activities, Safety, Administration, Health and Nutrition. <b>(Attachment F)</b></p> <p>Failure of the provider to meet these requirements or take measures of corrective action in the manners prescribed by SBBC will result in further action to protect the interest of SBBC through General Conditions 7.6 and 7.27 of this RFP.</p>			
4.5.2.10	<p>Providers must submit, annually to the BASCC department, a copy of organization's most recently completed IRS Form 990 and most recently completed audit with financial comments and signed by an independent certified public accountant.</p>			
4.5.2.11	<p>BASCC programs are offered on all regular school days from school dismissal until 6:00 p.m. unless a flexible number of days or a later closing time, of up to one hour, is determined at the school site. No school may offer child care after 7:00 PM unless they provide dinner to the students attending the program.</p> <p>The school principal in conjunction with the School Advisory will make such determination. To accomplish this, a customer survey will be developed and provided to all parents whose students attend the school. If a sufficient number of parents request a flexible schedule and/or extended day, the provider will offer such a program if economically feasible.</p> <p>The school principal will determine the specific times for before school and non-school day programs. Providers must also share, with the BASCC department, information on what programs they have available for parents on teacher planning days, and holidays. This information will be disseminated to all schools.</p>			

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

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

**4.5.2 Scope of Services Provided (Continued)**

**SCHOOL YEAR BASED – Before and After School Child Care**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.5.2.12	Fees for services <b>must</b> not exceed 20% of those charged by the School Board Operated (SBO) programs.			
4.5.2.13	Provider shall charge fees for care equally to all students in care regardless of residency; and all students shall be offered equal access to register at the same time regardless of residency.  In addition, the provider will provide equal services for all children regardless if they receive a scholarship with Children's Services Council funding or they are a fee paying parent.			
4.5.2.14	Provider shall be required to provide an alternate hourly fee based one-hour child care program either during the school's morning or afternoon planning time to the students of on-site school staff.  This alternate one hour program will be made available only to students of on-site school board staff working at that particular school site. Free child care cannot be offered to any SBBC employees.			
4.5.2.15	Provider's staff must wear, at all times, SBBC issued Vendor Identification Badge in accordance with General Condition 7.28.  <u>Provider issued identification badge is not acceptable.</u> All provider's employees must enter and log-in at the front office of the school to record their attendance. Provider's employees shall not walk directly to the classroom by bypassing the front office.			
4.5.2.16	Provider shall comply with all eligibility requirements as defined in <b>Attachment G</b> , Vendor/Contractor Screening Guidelines and Fingerprinting (General Condition 7.28) requirements of the RFP.			
4.5.2.17	Proposer shall comply with Title VI of the Civil Rights Act of 1974, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving Federal financial assistance.			
4.5.2.18	Proposer shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance. (This includes, but is not limited to, the provision of Reasonable Accommodation.)			

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

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

**4.5.2 Scope of Services Provided (Continued)**

**SCHOOL YEAR BASED – Before and After School Child Care**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.5.2.19	Proposer shall comply with Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, prohibits discrimination on the basis of disability in any services, programs or activities of a public entity. (This includes, but is not limited to, the provision of Reasonable Accommodation.)			
4.5.2.20	Proposer shall comply with Title IX of the Education Amendments of 1972, as amended, 29 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.			
4.5.2.21	Proposer assures that it will comply with The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.			
4.5.2.22	Proposer shall comply with all regulations, guidelines and standards lawfully adopted under the above statutes by the United States Department of Education.			
4.5.2.23	If your entity begins a service at a school, it will continue providing services at that school through the end of the school year, unless a change is determined to be for the best interest, of the location by the principal and School Advisory Council.  All procedures for program change must follow those set forth in the BASCC " <i>Private Provider Operational Handbook</i> ". Sixty (60) days written notice of a change must be given to the provider.			
4.5.2.24	The provider shall not stop providing service at a location without giving sixty (60) days written notice to the principal and the BASCC department. If students are currently attending the program the provider must provide the service until an alternative program can be put into place.			

**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)**

**SCHOOL YEAR BASED – Before and After School Child Care**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.5.2.25	<p>After award, selection of providers will be based on presentations by providers and visits to providers' sites. Any and all printed promotional material must be on file with the BASCC department and be pre-approved in writing by the BASCC department before distribution.</p> <p><b><u>Providers are not permitted to contact any principal in regards to offering their company's service.</u></b></p> <p><u>If the school is interested in changing providers, or providing child care, for their location, it is their responsibility to contact the provider.</u></p> <p>A provider must follow timeline set by the BASCC department for distribution of promotional material to schools. This timeline as specified by the BASCC Private Provider Operational Handbook, will allow for an annual distribution by providers, through the department, as a mass mailing by October 31, each year. Failure to follow this requirement, will be a violation of the RFP.</p>			
4.5.2.26	<p><b><u>Providers shall not be allowed to offer gifts, food, money, payments, entertainment, employment or other valuables that might directly influence the principal or any member of the School Advisory Council in the selection of a provider. Failure to comply with this specification shall result in default of contract.</u></b></p>			
4.5.2.27	<p>Providers must follow the procedure stated in the Before and After School Child Care "Private Provider Operational Handbook" for changing providers at a BASCC Program, and all policies adopted by SBBC, if applicable.</p>			

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

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

##### **4.5.3 Cost of Services – Before and After School Child Care - (Maximum Allowable Points - 5 Points)**

In order to receive the maximum points, Proposer must provide the information stated below. Failure to provide complete information shall result in reduced points (Sections 4.5.3.1, 4.5.3.2 and 4.5.3.3).

##### **4.5.3.1 Registration and Fee Structure:**

The Proposer cannot require parents to pay more than one month in advance of services. Each fee charged cannot exceed 20% of those adopted by SBBC.

Fees for 2016-2017 for School Board Operated programs shall be \$2.25 per hour, 2017-2018 shall be \$2.35 per hour, and 2018-2019 shall be \$2.50 per hour.

Proposer fee for 2016-2017 shall not exceed \$2.70 per hour, 2017-2018 \$2.82 per hour, and 2018-2019 \$3.00 per hour.

For a typical 4 hour program, 180 school days, and 6 early release days the cost shall not exceed per child:

- 2016-2017 \$1,976.00
- 2017-2018 \$2,064.00
- 2018-2019 \$2,196.00

In addition, the registration fee adopted by SBBC is \$25.00 per family. **Proposals with registration fees in excess of \$30.00 will be disqualified.**

- Proposers must offer a 5% discount for full time employees of SBBC.
- Proposers must provide families with multiple children a 5% discount for the second child or more in the program.
- Free child care cannot be offered to any SBBC employee.

Proposer must include a copy of your nine month fee schedule, per student as well as multiple students in a family, for each program provided on **Attachment H**.

##### **4.5.3.2 Sliding Scale Structure:** Provide a specific sliding scale plan that includes the number of reduced fees (scholarships) given at each site. Explain how the Proposer plans to fund the reduced rates, along with a chart of how it is provided, and the discount rate per student.

The scale must be the same for all sites. Include the range of sliding scale fees, qualifications and source of funding for sliding scale fees. This is specific to the Proposer, excluding the chart, which is a requirement of the Children's Services Council grants.

Additionally, include your monthly payment schedule given to parents and any additional fees charged.

##### **4.5.3.3 Discount Structure:** Provide a specific discount structure for families with multiple students in your Before and/or After School Child Care program based upon the registration and fee structure.

For example, a family may have two or three children registered for child care at the same time, how much would this family pay at your school location?

REFER TO **ATTACHMENT " H "** FOR COST PROPOSAL SHEET

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

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

4.5.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) 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 at least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:  
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

<b><u>M/WBE Information:</u></b> Proposer will be evaluated and points awarded based on the evaluation criterion 4.5.4.1, 4.5.4.2 and 4.5.4.3 depending on the information submitted by the Proposer		<b>Maximum Points</b>
4.5.4.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see <b>Attachment A3</b> , 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 <b>Attachment A3</b> ). Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards M/WBE goal attainment.	<b>10</b>
4.5.4.2	Proposer shall provide staff diversity information by completing and submitting <b>Attachment A2</b> , Employment Diversity Statistics.	<b>0</b>
4.5.4.3	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 contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	<b>0</b>
	<b>TOTAL POINTS</b> .....	<b>10</b>
	The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report)(see <b>Attachment A1</b> ) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). <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>	

## PART II

# SUMMER AND NON-SCHOOL DAY PROGRAMS

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

4.6

**Evaluation Criteria – Summer Programs & Non-School Days (Proposer Qualifications, Scope 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.

4.6.1 **Minimum Eligibility: Summer Programs & Non-School Days** – 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 OR CLEARLY STATE THE INFORMATION REQUESTED BELOW SHALL 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.

4.6.1.1 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.**

4.6.1.2 Proposer must provide written proof that the direct provider and/or contracted direct providers are recognized as a not-for-profit charitable organization (i.e., Internal Revenue Service 501(c)(3) or 509(a)(2))

4.6.1.3 Proposer must provide written proof showing that:

- a) Proposer has a minimum of at least three (3) years of experience operating as a provider of a summer or non-school day program(s) of at least one hundred (100) students, at one location, not multiple locations; commencing with the 2011-2012 school year, in managing or overseeing a school age summer or non-school day program(s) serving at least one hundred (100) students in a single location, not multiple locations.

or

- b) At least one (1) member of provider's executive leadership team possesses a minimum of three (3) years of experience within the last five years, commencing with the 2011-2012 school year, in managing or overseeing a school age summer or non-school day program(s) serving at least one hundred (100) students in a single location, not multiple locations.
- c) If at the time this RFP is issued, the Proposer is currently operating as a School Board approved summer and non-school days program(s) provider, and is seeking to be reapproved as such as a provider in response to this RFP, the Proposer must satisfy either Section 4.6.1.3(a) or 4.6.1.3(b); provided, however, such current program(s) need not serve at least one hundred (100) students at a single location.

4.6.1.4 SBBC's Procurement & Warehousing Services shall determine whether each Proposer meets the minimum eligibility requirements of Section 4.6 after the opening of the RFP and shall only deliver proposals meeting the minimum eligibility requirements to the Evaluation Committee for further evaluation.

4.6.1.5 The Proposer shall provide a letter from the administrator at each location at which experience is being relied upon to satisfy the requirements of this section. The definition of after summer camp program is all day activities for a minimum of four days per week during the entire school summer vacation schedule. Providers currently operating as a School Board approved summer camp provider are exempt from the requirements of providing child care programs to at least one hundred (100) children.

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

**4.6 Evaluation Criteria – Summer Programs & Non-School Days (Proposer Qualifications, Scope of Services, and M/WBE Participation)**

**4.6.2 Proposer’s Qualifications – (Maximum 40 allowable points)**

4.6.2.1 **Executive Summary** – Submit a brief abstract, of approximately one page, 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.

4.6.2.2 **Organizational History, Structure and Authoritative Direction of Control:** Describe the history, structure and authoritative direction of control of your organization with particular emphasis upon the Proposer’s experience with providing summer camp services, be specific. Provide an organizational chart of your administrative staff.

4.6.2.3 **Administration and Staff Qualifications:** Describe the qualifications, job description(s) and experience required of the administrative, supervisory and child care workers who will provide the services to SBBC. Documentation which describes job qualifications and experience will be acceptable.

4.6.2.4 **Staff Development and Evaluation Activities:** Describe the qualifications, job description(s), and experience required of the administrative, supervisory, and child care workers who will provide the services to SBBC. Documentation which describes job qualifications and experience will be acceptable.

4.6.2.5 **Student/Staff Ratio:** Indicate the projected student/staff ratio for each grade level and for each site. Although child care licenses are not required for summer the ratios provided must meet the District’s requirements.

Just like the schoolyear a provider must maintain a staff to child ratio of: one to ten (1:10) pre-school age and for pre-kindergarten students; one to twenty (1:20) for kindergarten through 5<sup>th</sup> grade students; and one to twenty-five (1:25) for 6<sup>th</sup> through 12<sup>th</sup> grade students at all times during the term of the contract.

Ratios for special needs students will be determined based upon the special needs intake form, at the time of registration.

4.6.2.6 **Program Design Weekly Schedule:** Provide a weekly program schedule to include all activities scheduled for the week. Activities should include, but not limited to, indoor/outdoor activities, quiet and active time activities, field trips, individual, small and large group activities, child and staff initiated activities, healthy snacks, breakfast and lunch plans.

Be specific as to the times that these activities will be scheduled and the age of the child for which the activities are geared.

Indicate alternative plans if a school is not open on a day you plan to provide services. Also, provide plans for rainy days and air quality issues.

4.6.2.7 **Program Enrichment:** Describe any program plans to enrich the students’ environment with additional activities, i.e. specialized lessons, tutoring, field trips, etc. What is the expected impact to the students by providing these activities?

4.6.2.8 **Operational Policies:** Describes the program policies regarding: (1) discipline (your discipline plan needs to include procedures for program suspension and expulsion); (2) child abuse and neglect; (3) Anti-Bullying, SBBC Policy 5.9; (4) parent involvement; (5) refunds; (6) snack provisions and (7) reasonable accommodation in accordance with American Disabilities Act (ADA).

Explain how you will service the students at each school location and how many will be served. Children with special needs are evaluated when they apply and ratios may need to meet the intake requirements.

Explain how sites will have adequate personnel to stay within the ratios you stated, a requirement of SBBC. What is your plan to make sure this will happen?

4.6.2.9 **On-Site Supervision:** Describe the provisions for daily on-site supervision at each site. Additionally, provide a written plan of staff responsibilities regarding supervision of students in the event a parent or guardian fails to pick up the child at the conclusion of the summer camp or non-school day. Include your company’s emergency contact information.

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

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

**4.6.2 Proposer's Qualifications**

4.6.2.10 **Litigation:** Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years regarding your summer camp program. 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), 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.

4.6.3 **Scope of Services Provided – (Maximum 45 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

**SUMMER PROGRAMS AND NON-SCHOOL DAYS**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.6.3.1	Direct providers of services and/or contracted providers must be recognized by the Internal Revenue Service as a not-for-profit charitable organization (such as 501(c)(3) or 509(a)(2)) or must be a public entity.			
4.6.3.2	Not-for-profit providers must submit a copy of organization's most recently completed IRS Form 990 and most recently completed audit with financial comments by an independent certified public accountant. Municipalities must provide a copy of their latest audited financial audit.			
4.6.3.3	<b>Providers shall not be allowed to offer gifts, food, money, payments, entertainment, employment or other valuables that might directly influence the Principal or any member of the School Advisory Council in the selection of a provider. Failure to follow this specification shall result in default of contract.</b>			
4.6.3.4	Half day programs must provide activities for 3.5 hours per day and full day programs must provide activities for seven hours.			

(Continued)....

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

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

**SUMMER PROGRAMS AND NON-SCHOOL DAYS**

4.6.3 **Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.6.3.5	<p>Provider shall charge fees for care equally to all students in care regardless of residency; and all students shall be offered equal access to register at the same time regardless of residency.</p> <p>A registration fee of \$25.00 is charged per family (the provider will not exceed \$30). A 5% discount is provided for full time employees of SBBC. Families with multiple students receive a 5% discount for the second or more students in the program.</p> <p>An employee of the summer camp, or non-school day program, working 20 hours or more a week may receive a 50% discount for each child attending the program.</p> <p><b><u>Free childcare cannot be offered to any SBBC employee.</u></b></p> <p>SBBC may adopt, at any time, a fee structure for summer, non-school days, and holidays. Fees for services may not exceed 20% of those charged by the School Board.</p>			
4.6.3.6	<p>Provider shall comply with all eligibility requirements as defined in fingerprinting requirements (General Condition 7.28) of the RFP. Provider's staff must wear, at all times, School Board issued Vendor Identification Badge in accordance with General Condition 7.28. Provider issued Identification Badge is not acceptable. All provider's employees must enter and log-in at the front office of the school to record their attendance. Provider's employees shall not walk directly to the classroom by bypassing the front office.</p>			
4.6.3.7	<p>Provider shall comply with Title VI of the Civil Rights Act of 1974, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving Federal financial assistance.</p>			
4.6.3.8	<p>Provider shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance. (This includes, but is not limited to, the provision of Reasonable Accommodation.)</p>			

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

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

**SUMMER PROGRAMS AND NON-SCHOOL DAYS**

**4.6.3 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.6.3.9	Provider shall comply with Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, prohibits discrimination on the basis of disability in any services, programs or activities of a public entity. (This includes, but is not limited to, the provision of Reasonable Accommodation.)			
4.6.3.10	Provider shall comply with Title IX of the Education Amendments of 1972, as amended, 29 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.			
4.6.3.11	Provider assures that it will comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.			
4.6.3.12	Provider shall comply with all regulations, guidelines and standards lawfully adopted under the above statutes by the United States Department of Education.			
4.6.3.13	Provider must maintain a staff to child ratio of: one to ten (1:10) pre-school age and for pre-kindergarten students; one to twenty (1:20) for kindergarten through 5 <sup>th</sup> grade students; and one to twenty-five (1:25) for 6 <sup>th</sup> through 12 <sup>th</sup> grade students at all times during the term of the contract. Ratios for special needs students will be determined based upon the special needs intake form, at the time of registration.			

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

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

**4.6.4 Cost of Services – Before and After School Child Care - (Maximum Allowable Points - 5 Points)**

In order to receive the maximum points, Proposer must provide the information stated below. Failure to provide complete information shall result in reduced points (Sections 4.6.4.1 and 4.6.4.2).

**4.6.4.1 Cost of Services:** Proposer must submit with its proposal their cost structure for the summer non-school day program(s) to include registration fee on **Attachment H**.

- The registration fee is \$25.00, (not to exceed \$30.00) for a family.
- SBO summer camps cannot not exceed \$165.00 per week (the provider will not exceed \$198.00 per week).
- A 5% discount is provided for full time employees of SBBC.
- Families with multiple students receive a 5% discount for the second or more students in the program.
- An employee of the summer camp, or non-school day program, working 20 hours or more a week may receive a 50% discount for each child attending the program.
- Free child care cannot be offered to any SBBC employee.

Note, Providers will remit to the BASCC department \$15.00 for every student attending the camp, to cover the cost of a facility safety check. This amount is in lieu of having a license for the summer.

**4.6.4.2 Registration, Hourly Fee and Discount Structure:** Describe your fee structure including a specific sliding scale plan that includes the number of reduced fees given at each site. Include the range of sliding scale fees, qualifications and source of funding for sliding scale fees. Include your payment schedule and any additional fees charged. Provide a chart indicating the cost for a family with one (1) child, two (2) children, and three (3) or more children. Include the cost for attending weekly sessions (to include number of days in session) or cost for the entire summer with any discounts offered.

The evaluation of points will be as follows: For those Proposers who do not exceed the 20% fee adopted by SBBC will receive the full five (5) points for cost of services.

REFER TO **ATTACHMENT “ H ”** FOR COST PROPOSAL SHEET

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

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

4.6.5 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) 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 at least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:  
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

<b><u>M/WBE Information:</u></b> Proposer will be evaluated and points awarded based on the evaluation criterion 4.6.5.1, 4.6.5.2 and 4.6.5.3 depending on the information submitted by the Proposer		<b>Maximum Points</b>
4.6.5.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see <b>Attachment A3</b> , 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 <b>Attachment A3</b> ). Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards M/WBE goal attainment.	<b>10</b>
4.6.5.2	Proposer shall provide staff diversity information by completing and submitting <b>Attachment A2</b> , Employment Diversity Statistics.	<b>0</b>
4.6.5.3	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 contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	<b>0</b>
	<b>TOTAL POINTS</b> .....	<b>10</b>
	The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report)(see <b>Attachment A1</b> ) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). <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 Sections 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

*PROPOSER MAY OFFER ITEM I OR ITEM II OR MAY PROVIDE SERVICES FOR BOTH ITEMS I AND II*

**I. BEFORE AND AFTER SCHOOL CHILD CARE**

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a. Experience and Qualifications	40
b. Scope of Services Provided	45
c. Cost of Services	5
*d. Minority/Women Business Participation	<u>10</u>

\*SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the table listed below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form (**Attachment A3**) and Statement of Intent Form. The Letter of Intent submitted with the proposal reflects the intent of the parties (prime and sub-consultant) to establish a business relationship as well as the type of work and percentage of work that the sub-consultant will perform.

10 Points for M/WBE Sub-Consultant Participation	
≥25%	10 Points
≥20%	8 Points
≥15%	6 Points
≥10%	4 Points
≥5%	2 Points

**TOTAL** **100**

**II. SUMMER/NON-SCHOOL DAY PROGRAMS**

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
a. Experience and Qualifications	40
b. Scope of Services Provided	45
c. Cost of Services	5
d. Minority/Women Business Participation	<u>10</u>

\*SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the table listed below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form (**Attachment A3**) and Statement of Intent Form. The Letter of Intent submitted with the proposal reflects the intent of the parties (prime and sub-consultant) to establish a business relationship as well as the type of work and percentage of work that the sub-consultant will perform.

10 Points for M/WBE Sub-Consultant Participation	
≥25%	10 Points
≥20%	8 Points
≥15%	6 Points
≥10%	4 Points
≥5%	2 Points

**TOTAL** **100**

## 5.0 EVALUATION OF PROPOSALS

### Section 5.1 (Cont'd)

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 and may recommend the rejection of any or all proposals. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

- 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:** The award will be separated into three (3) categories. 1) Before and After School Child Care Services, 2) Summer Programs and Non-School Days and 3) Offering both Before and After School Child Care Services and Summer Programs and Non-School Days. SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or higher from the Committee and approval will be based on the scores ascribed to Proposals as outlined in Evaluation Process and will be made for the goods and services required by SBBC as stated in the RFP. Evaluation of Proposals will be based on an average of Evaluation Committee Member's points. After the conclusion of negotiations, the recommended award would be made for services sought in the RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment "E"**) shall be prepared for execution by the Awardee and The School Board, and shall 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 SBBC's General Counsel 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. EST**, March 1, 2016 at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

**Attention: RFP 17-004V - – Eligibility for Offering Before and/or After  
School Child Care, Summer and Non-School Day Programs for Elementary, Middle,  
High and Exceptional School Children Centers**

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and 15 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 17-004V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All Proposals shall be submitted in sealed packaging with RFP number and the Proposer's 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 Insurance with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. **The School Board of Broward County, Florida shall be listed as an Additional Insured.**
- 6.3.2 Damage to Rental Premises to include coverage for the perils of Fire, Vandalism, and Malicious Mischief \$1,000,000 per Occurrence.
- 6.3.3 Workers 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).
- 6.3.4 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.
- 6.3.5 Auto Liability Insurance covering all Owned, Non-Owned and Hired Vehicles with Bodily Injury limits of not less than \$1,000,000 per Occurrence, 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):**

- 6.3.5 **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.
- 6.3.6 **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.**
- 6.3.7 **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.)**
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

### **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 percent (10%) 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.

## **6.0 SPECIAL CONDITIONS**

### **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.

### **6.6. MAINTAIN ELIGIBILITY:** To maintain eligibility, Providers must submit the following information and/or additional information/documentation to the Before and After School Child Care Department approximately by April 1<sup>st</sup> of each year for the duration of the contract, in order to provide services for the subsequent calendar year summer program.

6.6.1 Provide a letter of intent stating your organization's willingness to continue to provide a program for the subsequent calendar school year and/or summer school program for the services stated within the organization's original proposal. Indicate any major program revisions, additions or deletions to the current services that differ from the proposal submitted.

6.6.2 Provide a statement that Provider's status, as a not-for-profit charitable organization remains unchanged.

6.6.3 Submit a copy of organization's most recently completed IRS 990 and most recently completed audit with financial comments by an independent certified public accountant.

6.6.4 Provide a current Certificate of Insurance for each subsequent calendar school year for this RFP.

6.6.5 Provide a statement that Provider will comply with any revisions, new policies, guidelines, or procedures to SBBC's Summer Program and Non-School Days.

6.6.6 Any other information requested by SBBC.

### **6.7 RIGHT TO DECLINE:** A school Principal has the right to decline having their school open during the summer, holidays or on non-school days, giving the Provider thirty (30) days written notice, thus enabling the Provider to have adequate time to find an alternative location for the students to attend.

6.8 All Providers shall remain as awarded vendors until the end of the contract period unless a violation of the contract has transpired or a termination of the contract by the Provider. There is no need to reapply for eligibility year after year. Additional Providers may be added yearly to increase the numbers of awarded Providers if deemed necessary by SBBC. Each year the Provider may submit a letter to the Coordinator of Before and After School Child Care and to the Purchasing Agent of the Procurement and Warehousing Services Department indicating any major program revisions, additions or deletions to the current services that differ from the original proposal submitted. Provider must also indicate any change in the status as a not-for-profit charitable organization.

## 7.0 GENERAL CONDITIONS

- 7.1 **LIABILITY:** 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 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.
- 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 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department on or before 2:00 p.m. ET on date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **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 vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

## 7.0 GENERAL CONDITIONS

- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all- inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.7 **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.
- 7.8 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.9 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.10 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.11 **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 B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.12 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)  
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. All policies must remain in effect during the performance of the contract.
- 7.13 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.

*An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*

## **7.0 GENERAL CONDITIONS**

- 7.14 **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; then
  - Addenda released for this RFP, with the latest Addendum taking precedence; then
  - The RFP; then
  - Awardee's proposal.
- In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.15 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida 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 The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.16 **OSHA:** Awardee warrants that the services supplied to The School Board of Broward County, Florida 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 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.18 **ANTI-DISCRIMINATION:** 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, Employment Services & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.19 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to the Hold Harmless Agreement stated herein (Section 7.1) and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.20 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.21 **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 (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.22 **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 from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.23 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.24 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

## **7.0 GENERAL CONDITIONS**

- 7.25 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.26 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee 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 Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee 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.
- 7.27 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
- 7.28 **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 ITB 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.**

As of 7/01/15, Fieldprint, Inc. 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** 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. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccler/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccler/FIELDPRINT_CODES.pdf). 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: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**

## 7.0 GENERAL CONDITIONS

- 7.30 **PROTESTING OF BID 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. ET 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 SBBC 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 SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.31 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) on **APRIL 7, 2016 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 Procurement and Warehousing Services 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. ET 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 Bid opening amending or supplementing the Bid 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 Proposer 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 School 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 SBBC 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, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

- 7.32 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

## **7.0 GENERAL CONDITIONS**

- 7.33 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- a) Cancellation and default of contract;
  - b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
  - c) All departments being advised not to do business with vendor.
- 7.34 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. 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 GG 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 (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.35 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.36 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 7.37 **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 bid agreement, or to directly negotiate/purchase per School Board 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 bid if it is in its best interest to do so.
- 7.38 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(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.
- 7.39 **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 RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.40 **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://www.demandstar.com), is the official method approved by Procurement and Warehousing Services 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 bid 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.
- 7.41 **PRICE REDUCTIONS:** If, from the 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.

## **7.0 GENERAL CONDITIONS**

- 7.42 **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.
- a) 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.
  - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
  - c) 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 The School Board of Broward County's website, [www.browardschools.com](http://www.browardschools.com).
  - d) 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.
  - e) 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.

- 7.43 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors 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 County 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 County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, whose main office is in the State of Florida, 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 in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 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 will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

- 7.44 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee 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 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.

*Awardee 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"). Awardee 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, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*

## 7.0 GENERAL CONDITIONS

- 7.45 **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Proposers in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for RFP documents or other materials submitted by a Proposer be submitted, SBBC shall notify the contact person identified in the proposal of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this RFP shall be deemed as Bidder's consent to the foregoing conditions.

- 7.46 **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 shall 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 bid submitted in connection with such lower tier covered transactions.

### CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this RFP, 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.
- b) 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 bid.

# **ATTACHMENT A**

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

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

<p><b>Monthly Utilization Reports to be Submitted to:</b>                  The School Board of Broward County, Florida                  Supplier Diversity &amp; Outreach Program                  7720 West Oakland Park Boulevard, Suite 323                  Sunrise, FL 33351-6704</p>	<p>754-321-0550 Telephone                   754-321-0934 FAX</p>
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**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 (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/WOMEN
RFP Number: 17-004V  RFP Title: Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers					

**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/ 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>											



**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)  
PARTICIPATION FORM**

**Proposer:** \_\_\_\_\_

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

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	Provide % of M/WBE Participation for This Contract
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Email: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Email: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Email: _____ SBBC M/WBE Certification No.: _____		

FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT:

<http://www.broward.k12.fl.us/supply/sdop/vendorlist.htm>

# **ATTACHMENT B**

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

# ATTACHMENT B

The School Board of Broward County, Florida

**RFP 17-004V - -- Eligibility for Offering Before and/or After School Child Care, Summer and Non-School Day Programs for Elementary, Middle, High and Exceptional School Children Centers**

## 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. August 2013)  
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 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: <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) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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								

**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								

**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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

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

**Future developments.** The IRS has created a page on [irs.gov/w9](http://irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 exemption 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 two 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 he or she stays 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, give the requester the appropriate completed Form W-8 or Form 8233.

**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, payments made in settlement of payment card and third party network transactions, 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 Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

## 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.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c)(3), 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<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.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(ii)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(b)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**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, apply for a TIN and 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 90 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 U.S. 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 items 1, 4, or 5 below 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 code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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.

**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
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee  The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor
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
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)(i)(B))	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.

**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 1-800-368-4484. 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.

**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. commonwealths and 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**

**ATTACHMENT D**

**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.

\_\_\_\_\_  
(Signature)

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

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 "[insert a short name here]"),  
whose principal place of business is  
[insert their address here] .

*[These "recitals" or "whereas clauses" are where the contract briefly explains the objectives to be served through the contract].*

**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**, [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\_\_ . The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

**ARTICLE 2 – SPECIAL CONDITIONS**

Use only for RFPs

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

- First: This Agreement, then;
- Second: Addendum No. , then;
- Third: RFP Number and Title
- Fourth:: Proposal submitted in response to the RFP by VENDOR

2.07 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

OR

2.07 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment \_\_\_\_\_. (See 3.17)

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

2.08 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain \_\_\_\_\_ percent (\_\_\_ %) M/WBE participation in this contract agreement. VENDOR has agreed to utilize \_\_\_\_\_ (M/WBE firm), Certificate # \_\_\_\_\_ to provide \_\_\_\_\_ (products/services).

OR

As consideration for being awarded this contract agreement, *Insert Name* shall maintain \_\_\_\_\_ percent (\_\_\_ %) M/WBE participation in this contract agreement. *Insert Name* will identify the M/WBE firm that provide a commercial useful function products and/or services in performing this contract agreement.

OR

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC’s objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.02 [Insert a Descriptive Title]. *Insert text.*

2.03

2.04...

*[Article 2 of each Agreement will end with the following standard sections that require the insertion of names, addresses or the selection of sections depending upon whether the other party is a governmental agency or some other special entity. When directed to Insert Name, use the short name you identified for the other party on Page 1 of this Agreement].*

2. Inspection of Insert Name’s Records by SBBC. *Insert Name* 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 *Insert Name’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 *Insert Name* or any of *Insert Name’s* payees pursuant to this Agreement. *Insert Name’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. *Insert Name’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) Insert Name’s Records Defined. For the purposes of this Agreement, the term “*Insert Name’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 *Insert Name’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 *Insert Name* pursuant to this Agreement.

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

**ARTICLE 2 – SPECIAL CONDITIONS**

(d) Audit Site Conditions. SBBC’s agent or its authorized representative shall have access to *Insert Name’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 *Insert Name* 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 *Insert Name’s* claims for payment by SBBC.

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

(g) Inspection of Subcontractor’s Records. *Insert Name* 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 *Insert Name* 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 *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) Inspector General Audits. *Insert Name* 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 *Insert Name*: *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**

*[Unless this is a contract for the provision by SBBC of educational services at a medical, treatment or correctional facility, you must include one of the following background screening clauses]*

*[If the other party IS a governmental agency, use this clause]:*

2. **Background Screening.** *Insert Name* 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 *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* 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 *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* 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, *Insert Name* 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 from *Insert Name'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 *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

*[If the other party IS NOT a governmental agency, use this clause]:*

2. **Background Screening.** *Insert Name* 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 *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* 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 *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* 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. *Insert Name* 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 from *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

**ARTICLE 3 – GENERAL CONDITIONS**

*[NOTE: Article 3 contains standard district contract terms. Contract administrators should not alter any provision in Article 3 without the prior approval of the School Board Attorney's Office].*

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 the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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 as 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 Agreement 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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

**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 nor 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 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, 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 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

*[You need to include an indemnification clause.]  
[If the other party is a governmental agency, use this indemnification clause:]*

3.26 **Indemnification.** Each party agrees to be fully responsible 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. 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.

*[If the other party is an individual, partnership or private corporation,  
use this indemnification clause:]*

3.26. **Liability.** 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.

**ARTICLE 3 – GENERAL CONDITIONS**

B. By *Insert Name*: *Insert Name* 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 *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name’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 *Insert Name*, SBBC or otherwise.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** *Insert Name* agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **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

By \_\_\_\_\_, Chair

ATTEST:

Approved as to Form and Legal Content:

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

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

[If the other party is a corporation or governmental agency, use this signature page]

FOR [Insert Name Here]

(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 \_\_\_\_\_, 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.

[If the other party is an individual person, use this signature page]

**FOR [Insert Name Here]:**

\_\_\_\_\_  
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**

## **BROWARD COUNTY SCHOOLS BEFORE AND AFTER SCHOOL CHILD CARE OPERATIONAL HANDBOOK**

[http://sbbc-bascc.com/downloads/Operational\\_Handbook\\_1516.pdf](http://sbbc-bascc.com/downloads/Operational_Handbook_1516.pdf)

# ATTACHMENT G

## SBBC Screening Guidelines

### Instructional and Non-Instructional

<http://www.broward.k12.fl.us/police/pdf/seccl/Instructional%20and%20NonInstructional%20screening%20guidelines%20for.pdf>

### Direct Contract Vendor

<http://www.broward.k12.fl.us/police/pdf/seccl/Direct%20Contract%20Vendor.pdf>

### Indirect or Incidental Contract Vendor

<http://www.broward.k12.fl.us/police/pdf/seccl/Indirect%20or%20Incidental%20Contract%20Vendor.pdf>

### Pre-Professionals and Student Teaching Screening Guidelines

[http://www.broward.k12.fl.us/police/pdf/seccl/Pre\\_professional%20student%20teacher%20screening%20guidelines%20for%20w.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/Pre_professional%20student%20teacher%20screening%20guidelines%20for%20w.pdf)

### Health Science Students Screening Guidelines

<http://www.broward.k12.fl.us/police/pdf/seccl/HSS%20Hiring%20Guidelines.pdf>

### Volunteer Screening Guidelines

<http://www.broward.k12.fl.us/police/pdf/seccl/Volunteer%20Screening%20Guidelines.pdf>

# **ATTACHMENT H**

## **Cost Proposals**

Cost Proposal  
for  
Before and/or After School Child Care Fees Paid by Parents/Guardians

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

After school child care for one (1) child

Nine Month Fee Per Student \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

After school child care family cost with two (2) students in same school

Nine Month Fee for first (1<sup>st</sup>) child \$ \_\_\_\_\_

Nine Month Fee for second (2<sup>nd</sup>) child \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

Before school child care for one (1) child

Nine Month Fee Per Student \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

Before school child care family cost with two (2) students in same school

Nine Month Fee for first (1<sup>st</sup>) child \$ \_\_\_\_\_

Nine Month Fee for second (2<sup>nd</sup>) child \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

## OPERATIONAL FEE – Before and/or After School Care

In lieu of paying for using the lease per Policy 1341 at each school, the Providers will now be charged a percentage cost for the 180 student school usage days, and will complete the facility usage agreement. The fee will include the consumable fee per number of students per month and \$500 per location. During the term of contract, SBBC reserves the right to revise the calculation for the per child fee and exempted conditions to this fee. Any changes set forth at this time will be considered part of the RFP. If provider chooses to increase or decrease the per child fee, offer discounts or incentives, it must be across-the-board for all schools, which the provider offers the same services.

Cost to Providers:

1. Before & After School Child Care Department: Fifteen dollars (\$15.00) per child registered in the program will be submitted, which may be revised during the term of the contract, will be calculated monthly to cover operational expenses. This is given, as a once a school year, expense. The exact amount to be reimbursed to BASCC will be determined by the child count on the **closest** Monday to the 15<sup>th</sup> of October of each year. All students **who have/had been** registered in the program shall be counted. Reimbursements to the Before & After School Child Care (BASCC) Department shall be submitted by the end of October of each year. Verification of such records may be subject to audit.
2. The Provider shall remit to the School ten percent (10%) and to the District five percent (5%) of the gross revenues generated from these services by the 15<sup>th</sup> of each month for services provided the previous month, for all programs. This amount is equivalent to the fifteen percent (15%) School Board Operated programs are currently providing to the District. If security is required for a location the provider will cover the security cost.
3. In addition, following policy 1341 for leasing, all programs will pay for consumable items (toilet paper, paper towels, soap, etc.) for daily usage:
  - \$0                    1-30 students
  - \$5                    31-100 students
  - \$10                   101-200 students
  - \$5                    additional each day, for each increment of 100

Programs specifically designed to only service Special Needs, students of a program funded by Children's Services Council (CSC), or a City with an RFP, will not pay the 15%. If security is required for a location, the provider will cover the security cost. The provider must provide \$15.00 per student once a year, in October, and \$500 for the use of the building. In addition they will pay the consumable fee per number of students servicing per location.

If 100% of the program is CSC funded, the provider must provide \$15.00 per student once a year, in October, and \$500 for the use of the building. In addition they will pay the consumable fee per number of students servicing per location.

If this is a city-sponsored program with an RFP, the city must provide \$15.00 per student once a year, in October, and \$500 for the use of the building. In addition they will pay the consumable fee per number of students servicing per location.

Any students in a CSC funded after school program, not funded with CSC grant dollars, will still be assessed the 10% of revenue collected for the school. In addition, a \$500 cost will be assessed for the use of the building, per year. For example, 100 students are grant funded, and 101 students are in the program; one (1) student would be assessed the 10% for the school.

Failure to comply with the above may result in immediate cancellation of agreement and loss of eligibility to continue to provide Before & After school child care services.

Cost Proposal  
for  
Summer Program and Non-School Days Child Care Fees Paid by Parents/Guardians

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

Submit your cost schedule proposal with registration fee for this section-

Three Month Fee per child \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

Family Cost with two (2) students in same school

Three Month Fee for first (1<sup>st</sup>) child \$ \_\_\_\_\_

Three Month Fee Per second (2<sup>nd</sup>) child \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

Half (1/2) Day Program Cost

Three Month Fee per child \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

Family Cost with two (2) students in same school

Three Month Fee for first (1<sup>st</sup>) child \$ \_\_\_\_\_

Three Month Fee Per second (2<sup>nd</sup>) child \$ \_\_\_\_\_

Registration Fee \$ \_\_\_\_\_

TOTAL FEE: \$ \_\_\_\_\_

## OPERATIONAL FEE – Summer Programs, Non-School Days

In lieu of paying a lease at each school, the providers will be charged a consumable fee, facility usage fee, and percentage of gross collected. The provider agrees to complete the facility usage agreement for each fiscal year. During the term of contract, SBBC reserves the right to revise percentage charged and exempted conditions to this fee. Any changes set forth at this time will be considered part of the RFP. If provider chooses to increase the rate charged, offer discounts or incentives, it must be across-the-board for all schools which the provider offers the same services.

### For Summer Programs:

1. The provider shall remit to the School ten percent (10%) and to the District five percent (5%) of the gross revenues generated from these services by the 15<sup>th</sup> of each month for services provided the previous month. This amount is equivalent to the fifteen percent (15%) School Board Operated (SBO) programs are currently providing to the District. If security is required for a location the provider will cover the security cost.

The provider of a typical camp will also cover the cost of consumable items under leasing Policy 1341.

The provider will submit to Before& After School Child Care \$15.00 for all students attending the program by July 15, covering all registered students attending the program by July 1, every summer. Since Child Care Licensing is not required for a summer program this fee will cover the cost of a facility safety check each summer for each location operating under the RFP.

Students in the program, not funded with CSC grant dollars, and it is a CSC school will still be assessed the 10% of revenue collected for the school.

Programs specifically designed to only service Special Needs, students of a program funded by Children's Services Council (CSC), the provider will follow policy 1341 for consumable items and pay the maximum of \$500 to use the school location for their summer program. This would be Monday -Thursday with Friday being closed and considered a non-school day, unless the District decides to open on Fridays.

2. The provider will also submit to Before& After School Child Care \$15.00 per child attending the program by July 15, covering all registered students attending the program by July 1, every summer. The fee will cover the cost of a facility safety check each summer location operating under the RFP.

If 100% of the program is CSC or a City funded program the provider will follow policy 1341 for consumable items and pay the maximum of \$500 to use the school location for their summer program. This would be Monday-Thursday with Friday being closed and considered a non-school day, unless the District decides to open on Fridays.

If this is a city sponsored program with an RFP, it will pay 10% of the fees collected to the school and the city will follow policy 1341 for consumable items, to include paying a maximum of \$500 to use the school location for their summer program. This would be Monday-Thursday with Friday being closed and considered a non-school day, unless the District decides to open on Fridays.

### For non-school day (teacher planning, or Winter/Spring break) when the District is open and custodian is present:

1. The Provider shall remit to the School ten percent (10%) and to the District five percent (5%) of the gross revenues generated from these services by the 15<sup>th</sup> of each month for services provided the previous month. This amount is equivalent to the fifteen percent (15%) School Board Operated programs are currently providing to the District.
2. Programs specifically designed to only service Special Needs, students of a program funded by Children's Services Council (CSC), or a City with an RFP, will only pay the 10% charged for fees collected. If 100% of the program is CSC funded provider or a City with an RFP, will only pay 10%\_of fees charged for fees collected, and you agree to follow policy 1341 for consumable items and pay a maximum of \$500 to use the school location for their program for each day the facility is open.

## OPERATIONAL FEE – Summer Programs, Non-School Days

3. Students in the program, not funded with CSC grant dollars, and it is a CSC school will still be assessed the 10% of revenue collected for student who is not a part of the scholarship.

### **For days the District is closed (holidays and Fridays during the summer):**

1. The Provider shall remit to the School ten percent (10%) and to the District five percent (5%) of the gross revenues generated from these services by the 15<sup>th</sup> of each month for services provided the previous month. This amount is equivalent to the fifteen percent (15%) School Board Operated programs are currently providing to the District. This amount includes Children Services Council funded programs. In addition, the program provider agrees to pay \$500 to use the school location for their program each day the District is closed.
2. Programs specifically designed to only service Special Needs, students of a program funded by Children's Services Council (CSC), or a City with an RFP, will only pay 10% of fees collected. If 100% of the program is CSC funded provider or free to attend, the program will follow policy 1341 for consumable items and agrees to pay \$500 to use the school location for their program each day the District is closed.

For a program to be open, when the District is closed a minimum of 100 students must be in attendance. The school may have multiple vendors using this location to ensure personnel costs are covered. SBBC may elect not to open a school if under enrollment becomes a financial burden to the District.

The minimum number of students for a summer program does not apply to special need clusters or centers.

Summer camp cost not to include opening a school on Friday's. Opening on Friday's would be an additional \$500 per Friday.

# **ATTACHMENT I**

**Forms**

**ATTACHMENT I**

**DAY(S) OF INTENT TO PROVIDE CHILD CARE SERVICES AT:**

Name of School		Date submitted		Name of Provider	
Specific Need	Dates	Number of Children	Number of Rooms Needed	Cost	
School Year (180 days to include Early Release)				All provider program \$500.00 per 180 days. Consumable items cost applies to all programs, and depends of the number of students the program is servicing,	
Holidays (District is closed)				All provider program \$500.00 per Holiday in which the District is closed. Consumable items cost applies to all programs, and depends of the number of students the program is servicing,	
Winter Break (Excludes Yellow Days - District Open)				All provider program \$500.00 per Winter Break. Consumable items cost applies to all programs, and depends of the number of students the program is servicing,	
Spring Break (Excludes Yellow Days - District Open)				All provider program \$500.00 per Spring Break. Consumable items cost applies to all programs, and depends of the number of students the program is servicing,	
Teacher Planning Days				Consumable items cost applies to a teacher planning day for the number of students attending the program.	
Summer Camp*				All provider program \$500.00 per summer. Consumable items cost applies to all programs, and depends of the number of students the program is servicing,	
June					
July					
August					
Fridays During Summer (District is Closed)				All provider program \$500.00 per day the District is closed. Consumable items cost applies to all programs, and depends of the number of students the program is servicing,	
*Summer Camp is not held when District is closed, i.e. 4 <sup>th</sup> of July or designated holiday.					

Principal signature \_\_\_\_\_ OSQ:  approved  not approved \_\_\_\_\_ Date \_\_\_\_\_ OSQ Signature \_\_\_\_\_ Date \_\_\_\_\_

# **ATTACHMENT J**

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (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.

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Organization Name	17-009V RFP Number
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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)	Date
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FILL THIS FORM OUT AND SUBMIT WITH YOUR SUBMITTED PROPOSAL

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# **ATTACHMENT K**

## **Statement of “No Response”**

## ATTACHMENT K, 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  
Procurement & Warehousing Services 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>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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