REQUEST FOR PROPOSALS NO. 073-KK10
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES STANDARDIZED ASSESSMENT OF STUDENT PROFICIENCY AND LEARNING GAINS

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

I. NAME AND ADDRESS OF REQUESTER

The School Board of Miami-Dade County, Florida
Title I Administration
1450 N. E. Second Avenue, Room 500
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals (RFP) is to select a third party contractor to (a) identify students areas of deficiencies and (b) assess student learning gains in reading, writing, mathematics and science, through the administration of a nationally normed, standardized achievement test to students enrolled in Supplemental Educational Services (SES) under the No Child Left Behind Act of 2001 (NCLB). All responsive proposals must include a single per pupil cost for all services, including: pre/post test materials, equipment and supplies necessary to determine student areas of deficiencies and learning gains; administration, coordination and supervision of pre/post assessments; scoring of pre/post assessments; development of individual student profiles based on assessments' results; parent reports, and the provision of a summary data file of all students assessed.

State-approved SES Providers under contract for services with the District will be offered, and encouraged to utilize, the services available through this contract. State-approved SES Providers that opt to utilize the services of the contractor to administer pre/post assessments in order to determine student learning gains for students participating in their SES program will benefit from consistent data collection processes and data quality management. State-approved SES providers currently under contract with the District will not be considered for the services under this RFP.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Ten copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Local Time), August 5, 2010, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the

proposer(s). The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked "TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES STANDARDIZED ASSESSMENT OF STUDENT PROFICIENCY AND LEARNING GAINS". It is anticipated that a proposal(s) will be presented to the School Board for acceptance on or about August 4, 2010. If accepted, notification to the successful proposer(s) will be provided on or after August 4, 2010. The School Board reserves the right to reject any and all proposals.

IV. DESCRIPTION OF THE PROGRAM

Supplemental Educational Services (SES) are additional academic instructional services designed to increase the academic achievement of students in schools "in need of improvement." These services may include academic assistance such as tutoring, remediation and other educational interventions. The services must be consistent with the content and instruction used by Miami-Dade County Public Schools (M-DCPS) and aligned with the Next Generation Sunshine State Standards (NGSSS). Supplemental Educational Services must be provided outside of the regular school day. The services must be of high-quality, research-based, and designed to increase the academic achievement of eligible students on the State assessment. The services should be designed to help students attain proficiency in meeting the State's academic achievement standards.

Parents of eligible students attending Title I schools that have not made Adequate Yearly Progress (AYP) for two or more years, are provided with opportunities to ensure that their children achieve at high levels. SES are a component of the Title I Elementary and Secondary Education Act (ESEA) as reauthorized by the No Child Left Behind Act of 2001 (NCLB) that provide extra academic assistance for eligible children. Under the NCLB, and in accordance with provisions stipulated under the Florida Differentiated Accountability Model, students from low-income families who are attending Title I schools that are in their first year of school improvement (i.e., have not made AYP for two or more years), in corrective action, planning for restructuring, or in restructuring status, are eligible to receive these services.

Parents, the District, and the Provider chosen by the parent, must identify specific academic achievement goals for each student and develop a Student Learning Plan (SLP), which includes measures of student progress, and a timetable for improving achievement. All parents whose children receive SES must be regularly informed (minimum of monthly) of their child's progress by the provider.

During 2009-2010, school year there were ninety-one (91) State-approved SES providers that contracted with M-DCPS to provide services to students from 176 eligible Title I schools. A total of 13,311 students received SES in Miami-Dade County during that year.

V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

A. Proposer must provide documentation of previous experience providing similar services to other school districts. Also, proposer must supply the names and addresses of three school districts where they have delivered or are currently delivering similar services.

B. Proposer must possess a license to do business in Florida.

C. Proposer must have an established operating office in the Miami-Dade County area.

D. Proposer must submit the names and resumes of administrative staff that will oversee the project.

E. Proposer must demonstrate knowledge of the Title I SES program requirements.

F. Proposer must identify the standardized assessment tool to be used.

G. Proposer shall include itemized cost per student. The per pupil cost will be a consideration at the time of evaluating proposals.

VI. SCOPE OF SERVICES

The successful proposer shall perform the following services:

A. Provide a timeline regarding assessment implementation that includes a schedule for multiple administrations of the pre and post assessments.

B. Provide trained facilitators with the responsibility for planning and administering pre/post assessments.

C. Provide equipment, test booklets, answer score sheets and other materials necessary for the administration of pre/post assessments. Computer Based Testing preferred.

D. Provide alternative testing, with appropriate accommodations for Students with Disabilities and English Language Learners.

E. Provide individual student profiles in an easily understandable format.

F. Provide M-DCPS data files with individualized pre/post assessment results for all participating students. A timeline for providing individual students results after the administrations of the assessment should also be included.

G. Generate individual students' profiles indicating skill level mastery for each subject area based on pre and post assessments results.

H. Maintain thorough, efficient, and current records pertaining to services provided.

VII. TERMS OF CONTRACT

The purpose of this proposal is to establish a contract to administer pre/post assessment services to students participating in the Title I SES Program. The term of the contract shall be for one (1) year from date of award, and may, by mutual agreement between the School Board and the awardee(s), be extended for three (3) additional one (1) year periods and, if needed, 90 days beyond the expiration date of the current extension period. The Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the awardee(s) prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract. The successful vendor (s) agrees to this condition by signing its proposal.

The School Board of Miami-Dade County, Florida, reserves the right to terminate any contract resulting from this proposal in the event that the service rendered does not comply with the provisions of the proposal and/or is not satisfactory and proper, as determined by the School Board.

In the event that the NCLB or its reauthorization act is changed by congressional and/or judicial action to prohibit the expenditure of Title I funds, the contract shall become null and void. In this event, the contractor will cease activities and receive no further compensation. However, the contractor will be compensated, pursuant to the Agreement for services rendered up to the effective date of cessation of funding.

If an audit of activities covered under this contract results in adverse findings against the District that are as a result of error on the part of the contractor, the contractor will be responsible for reimbursement to the District for any penalty or fine assessed against the District.

The contractor shall abide by mutually agreed upon established timeline for the administration of pre/post assessments, data analysis and issuance of reports.

Payment for services will be made upon receipt by the School Board's Accounts Payable Department of a properly documented invoice.

VIII. COSTS

Total contract price shall be based on the per pupil cost and the number of students assessed from each individual State-approved SES Provider that opts to utilize the services of the contractor.

IX. PAYMENT SCHEDULE

The District will make two (2) partial payments to the contractor. Each partial payment will represent one half (1/2) of the total contract price for services provided, as defined in Section VIII. COSTS.

Payments will be in accordance with following schedule: January 14, 2011 through May 13, 2011.

X. EVALUATION OF PROPOSALS

Proposals shall be evaluated by a committee on the basis of qualifications, knowledge of Title I SES Program requirements, Florida's Next Generation Sunshine State Standards, and proposed assessment services in the subject areas of reading, mathematics, writing, and science.

The following specific criteria will be evaluated:

A. Appropriateness of standardized assessment services for students in grades K-12;

B. Ability to provide assessment services and support beyond the regular school day/week, if necessary;

C. Awareness of the purpose, regulations, and policies of the Title I SES Program;

D. Compliance with Title I regulations;

E. Appropriateness and scope of assessment services;

F. Contractor's experience in providing similar services in other school districts;

G. Contractor's personnel qualifications, including training and educational experience for teachers, supervisory, and administrative staff associated with the project (presented in resume format);

H. Contractors experience providing required individual assessment results, and comprehensive analysis of results; and

I. Cost. Per-pupil cost must be delineated and will be a consideration in the evaluation of proposals.

J. Contractor's flexibility in accommodating scheduling and administration of pre/post assessment to meet district needs, inclusive of multiple administration dates.

The selection committee will consist of the following:

- A representative from Curriculum and Instruction;
- A representative from the Office of Assessment, Research and Data Analysis
- A representative from School Operations
- A representative from the Office of Financial Services;
- A representative from the Office of Intergovernmental Affairs and Grants Administration and Community Services;
- A representative from the Office of Compliance and Business Services, and;
- A representative from Procurement Management (non-voting).

XI. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

A. Equal Employment Opportunity

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. (**ATTACHMENT A)**

B. Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link: http://forms.dadeschools.net/webpdf/3920.pdf

XII. GENERAL INSURANCE REQUIREMENTS

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined below:

Professional Liability

The Professional Liability Insurance provided by the individual/firm shall conform to the following requirements:

A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.

B. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.

C. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be $3 million per claim/annual aggregate.

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less that $500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.

Automobile Liability Insurance

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work as outlined in this RFP, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage liability.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firm's policy (ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firm's insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the policies to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation,

termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm's failure to perform the agreement terms.

XIII. INDEMNIFICATION

The individual/firm(s) must enter into the following indemnification and hold harmless agreement:

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firm's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firm's directors, officers, employees, agents, subcontractors or other representatives.

XIV. OCCUPATIONAL LICENSE:

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

XV. DISPUTE RESOLUTION

A. Dispute

If, during the Term, any issue, dispute, or controversy (a "Dispute") arises hereunder, then the designated representatives of Contractor and the Board shall promptly confer and exert commercially reasonable efforts to attempt to reach a reasonable and equitable resolution of such Dispute. If such representatives fail to resolve such Dispute within five (5) business days after such Dispute arises, the Dispute shall be referred promptly to the responsible senior management of each Party. If such Dispute is not resolved within five (5) business days after such referral to senior management, each Party shall promptly make an appropriate member of its senior executive team available on-site at the location designated by the Board, and the Parties shall exert all commercially reasonable efforts to resolve such Dispute in good faith during such meeting. Neither Party shall seek any means of resolving any Dispute arising in connection with this Agreement other than as described herein before the end of the fifth (5th) business day after the date that such Dispute was referred to the responsible senior management of each Party. If the Parties' responsible senior management representatives fail to resolve a Dispute in accordance with the foregoing procedure within the period of time specified above, either Party may, at any time after the expiration of such time period, pursue any rights or remedies available hereunder, at law, or in equity. Nevertheless, if mutually agreed upon in writing by the Parties with respect to any given Dispute from time to time, the Parties may choose to pursue any available form of alternative dispute resolution (such as, for example, mediation or arbitration, whether binding or non-binding) with respect to such Dispute. Agreement to arbitrate or mediate any given Dispute shall not serve as agreement to mediate or arbitrate any other Dispute arising hereunder.

B. Exceptions

Neither Party shall be obligated to comply with the procedures set forth in the foregoing provisions of this Section with regard to any other breach, alleged breach, or violation with regard to any third-party claims, or with regard to disputed matters for which less than thirty (30) days remain before the period provided by the applicable statute of limitations governing the claim or cause of action underlying the disputed matter shall expire.

C. Termination or Suspension of Services

During the pendency of any internal escalation conducted or held in accordance with this Section, both Parties shall continue to perform their respective obligations under this Agreement.

XVI. IMPLEMENTATION SCHEDULE

• Procurement Contract Review Committee	June 17, 2010
• Mailing of Request For Proposals	July 14, 2010
• Deadline for Questions	July 26, 2010
• Opening of Proposals	August 5, 2010
• Evaluation of Proposals	August 12, 2010
• Recommendation for Award	September 7, 2010

Specific information concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:00 p.m., on July 26, 2010, to:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS's website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp