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SECTION 1

INSTRUCTIONS TO PROPOSERS

Board policies may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

CONE OF SILENCE

The School Board of Miami-Dade County, Florida ("Board") enacts a Cone of Silence from issuance of a solicitation and shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process. All provisions of School Board Policy 6325 apply.

- A. "Cone of silence" means a prohibition on any communication regarding a particular Invitation to Negotiate (ITN), bid, invitation to bid, or other competitive solicitation between
1. any person who seeks an award, including a potential vendor or vendor's representative, an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award; and
 2. any School Board member or the member's staff, the Superintendent, deputy superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.
- B. A cone of silence shall be applicable to each ITN, bid, invitation to bid, or other competitive solicitation during the solicitation, review, and Board action of bid proposals as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the cone of silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection, or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section
- C. For unsolicited public-private partnership proposals, the cone of silence shall be imposed from the time the proposal is received in accordance with Policy 6327, Public-Private Partnerships and Unsolicited Proposals.
- D. The cone of silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process

I. PREPARATION OF PROPOSALS

A. **PROPOSER QUALIFICATION FORM** qualifies the Proposer and the proposal and must be completed and submitted as page 1 of the proposal.

1. **PERFORMANCE SECURITY** shall not be submitted with the proposal. The form of performance security the Proposer will submit when required to do so, must be furnished and shall be made to The School Board of Miami-Dade County, Florida.

2. **PROPOSER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. **INSTRUCTIONS TO PROPOSER.** Defines conditions of the proposal.

1. **ORDER OF PRECEDENCE.** Any inconsistency in this proposal shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions to Proposers

2. **TAXES.** The Board 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 personal property made by Proposer

who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF PROPOSALS

A. Proposals must be submitted on forms furnished by the Board, in compliance with the proposal submission requirements set forth under Section 6. Proposal submissions must be clearly marked with proposal number, proposal title and proposal opening date.

B. **ERASURES OR CORRECTIONS.** When filling out the proposal form, Proposers are required to complete proposal in ink.

1. Use of pencil is prohibited.
2. All changes must be crossed out and initialed in ink.

Those proposals for individual items that do not comply with items 1 and 2 above will be considered non-responsive for that item(s).

C. **PLACE, DATE AND HOUR.** Electronic submission, U.S. Mail, Courier/Express Service, or deposited in the BID BOX in accordance with the proposal submission requirements set forth under Section 6 and Exhibit 18. The Proposals received after the date and hour specified in the PROPOSER QUALIFICATION FORM will not be considered.

D. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a) Florida Statute, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

E. **SUBMITTING A "NO PROPOSAL."** If not submitting a bid at this time, return the form entitled statement of "No Proposal".

F. **AVAILABILITY OF PROPOSAL INFORMATION.** Immediately following the public opening, bids may be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

G. **TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY.** Indicate type of business organization: For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Proposal is fully authorized and empowered to do so on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer.

H. **MISSING INFORMATION.** Respondents who do not meet all the documentation requirements for the ITN may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

III. CANCELLATION OF PROPOSALS OR INVITATION TO NEGOTIATES

An invitation for proposals may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master proposal file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the PROPOSER'S Qualification Form for receipt of proposals, when the Chief Procurement Officer, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the services,
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a PROPOSER, as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the Board's website. Any proposals received for the canceled solicitation shall be returned to the Proposer unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar services.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. **PRIOR TO BID OPENING.** Should the Proposer desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The Proposers name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. **AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn, for 120 days after the determined opening date, unless otherwise specified on the "PROPOSER QUALIFICATION FORM."

V. PROTESTS

A Proposer, who wishes to file a proposal protest, must file such notice and follow procedures prescribed by F.S. 120.57(3) and Bylaw 0133, for resolution.

Protest of Specifications

Any notice of protest of the specifications contained in a Invitation to Negotiate (ITN) or Invitation to Negotiate (ITN) shall be filed accordance with Board Rule 6320, Bylaw 0133.

For a protest of the specifications contained in an Invitation to Bid (ITB) or in a Invitation to Negotiates (ITN) or Invitation to Negotiate (ITN), the Notice of Protest shall be filed in writing within seventy-two (72) hours after the posting of a solicitation. The Formal Written Protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under this rule. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

Posting the Bond

The protesting party shall post a bond in a form consistent with F.A.C. Rule 28-110.005(2). A notice of decision or intended decision shall contain this statement: "Failure to file a protest within the time prescribed in F.S. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under F.S. Chapter 120."

A. **Bond:** Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance) – Pursuant to F.S. 287.042(2)(c), any person who files an action protesting a decision or intended

decision pertaining to a solicitation or contract award shall post with the Board, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to The School Board of Miami-Dade County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the dollar value of the proposed contract.

1. The Board shall provide the estimated contract amount to the protestor within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays when the Board administrative office is closed) after the filing of the Notice of Protest. The estimated contract amount is not subject to protest under this policy or F.S. 120.57(3). In lieu of a bond, the Board may accept a cashier's check or money order in the amount of the bond.

2. The bond shall be conditioned upon the payment of all costs and charges which may be levied against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3. Pursuant to F.S. 287.042(2)(c), if the Board prevails in the administrative hearing process and any appellate court proceedings, it shall be entitled to recover all costs and charges which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the decision or intended decision or contract award, the bond, cashier's check, or money order shall be returned to the protestor. If the protestor prevails, the protestor may recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

B. **Bond:** Competitive Bids for Lease of Space -- Pursuant to F.S. 255.25(3)(c), any person who files an action protesting a decision or intended decision pertaining to a competitive bid for space to be leased by the Board shall post with the Board, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs which may be levied against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the Board prevails in the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which are included in the final order or judgment, excluding attorneys' fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, the bond shall be returned to that person and she/he shall recover from the Board the costs and charges which are included in the final order or judgment, excluding attorneys' fees.

C. **Bond:** Construction Purchasing – Construction purchasing is separately governed by Board policy, and persons protesting competitive procurement related to educational facilities shall be required to post a bond in the amount specified in F.S. 255.0516, which also governs recovery of fees and costs including attorneys' fees.

D. **Staying the Procurement Process** – Upon timely receipt of the formal written protest petition, and posting of the bond, the solicitation or contract award process shall be stayed until the protest is resolved by final agency action, unless the Board sets forth, in writing, particular facts and circumstances which require the continuance of the solicitation or contract award process in order to avoid an immediate and serious danger to the public health, safety, and welfare.

Protest of Bid Award

Any person who is adversely affected by the Board's decision or intended decision, shall file a Notice of Protest in writing with the Clerk of the Board, who shall maintain an office in the Board Administration building, within seventy-two (72) hours after the posting of the bid tabulation or after receipt of the notice of the Board's decision or intended decision and shall file a Formal Written Protest within ten (10) calendar days after filing the Notice of Protest. The protesting Proposer shall also be required to post a bond, consistent with this rule. Failure to file a Notice of Protest or failure to file a Formal Written Protest shall constitute a waiver of proceedings under F.S. Chapter 120.57. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph.

The Formal Written Protest will be reviewed by Procurement Management Services, who will offer the protesting Proposer the opportunity to meet and

discuss the merits of the protest. If the protest is not resolved, the matter may be referred for proceedings, pursuant to F.S. 120.569 and 120.57. Petitions for hearing on protests pursuant to F.S. 120.569 and 120.57 must be filed in accordance with Board Bylaw 0133 on quasi-judicial proceedings.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk Miami-Dade County Public Schools
1450 N.E. Second Avenue, Suite #311 Miami, Florida 33132
Phone: (305) 995-1440
Fax: (305) 995-1448
E-Mail: Dlopiz@dadeschools.net
celiarubio@dadeschools.net

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all proposals, to waive irregularities or technicalities, and to request rebids.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the Board's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE

The Board reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the other party. If said Agreement should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Agreement. The Board will only be required to pay that amount of the Agreement actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement.

E. TERMINATION OF AGREEMENT: In addition to the above, the Board may terminate this Agreement upon thirty (30) days advance written notice to the Awarded Proposer, for default of Awarded Proposer, or due to lack of, or cancellation of, grant funds made available to the Board by a Federal grantor agency. Upon receipt of a notice of termination, the Awarded Proposer shall cease incurring additional obligations under this Agreement. However, the Board shall allow the Awarded Proposer to incur all necessary and proper costs, which the Awarded Proposer cannot reasonably avoid during the termination process. Each payment obligation of the Board created by this Agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this Agreement may be terminated by the Board at the end of the period for which funds are available. The Board shall notify the Awarded Proposer at the earliest possible time before such termination. No penalty shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the Board terminated upon receiving notice of the attempted fraud as determined by the Board.

F. PURCHASE ORDERS sent to Awarded Proposers are the official notification to deliver services described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the Awarded Proposer fails to deliver the services in accordance with the terms and conditions of the proposal and purchase order, the Proposer shall be considered to be in default of the Agreement and subject to the default provisions stated in Section VI. G.

G. DEFAULT. A Proposer who fails to perform according to the terms of the Agreement (proposal) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, the contractor Disciplinary Review Committee may recommend debarment or suspension pursuant to Board Policy 6320.04.

H. BID DOCUMENTS. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by

the Proposer. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

I. DEBARMENT. Pursuant to Board Policy 6320.04 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

VII. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the Awarded Proposer(s), purchases may be made under this bid by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

VIII. BILLING

A. INVOICES. Each invoice shall be issued by the Awarded PROPOSER and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. Invoice delivery may also be via a PDF or WORD document email to: mdcpsvendorsstatements@dadeschools.net. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions

B. PAYMENT. Unless otherwise specified, payment will be made only after acceptance by the Board. Payment will be made only to the Awarded Proposer, unless otherwise requested, in writing, by the Awarded Proposer and accepted by Board Administration. The PROPOSER expressly agrees that it will properly invoice for any services within one year and that the failure to do so shall constitute a waiver of any right to payment.

IX. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

X. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

- A.** All Agreements involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The Proposer certifies by signing the proposal that the Proposer and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.
- B.** By signing the proposal, the Proposer shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Proposal. Proposers awarded contracts involving Federal Funds and are cost reimbursable must be in compliance with 7 CFR 210.21. Proposers awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Proposers awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.
- C.** During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Proposer shall immediately notify the Chief Procurement Officer, Procurement Management Services, in writing. Proposers will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board, makes final payment.
- D.** For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the PROPOSERS.
- E.** CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own entity, under penalty of perjury, that the named PROPOSER has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.

2. The PROPOSER shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the PROPOSER's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XI. COMPLIANCE WITH LAWS – PROPOSER shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this proposal.

XII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475 as amended from time to time PROPOSER agrees that, if PROPOSER receives remuneration for services, PROPOSER and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to the School Board of Miami-Dade County.

Additionally, PROPOSER agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board Policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Proposer will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a Florida Public Schools Contractor Badge which shall be worn by the individual at all times while on Board property when students are present.

PROPOSER agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. PROPOSER agrees to require all its affected employees to sign a statement, as a condition of employment with PROPOSER in relation to performance under this Proposal/ITN, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. PROPOSER agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. PROPOSER further agrees to notify the Board immediately upon becoming

aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by PROPOSER to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIII. COMPLIANCE WITH SCHOOL CODE

PROPOSER agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further PROPOSER agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

XIV. CHARTER SCHOOLS

Items or Services awarded under this Agreement shall be made available to Charter Schools approved by the Board. Board is not responsible or liable for purchases that may be made by Charter Schools.

XV. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

XVI. PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of Board to make available for public inspection 119 and copying any information received in response to a Invitation to Negotiates (ITN). No action on the part of the respondent to a ITN will create an obligation of confidentiality on the part of the Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

PROPOSER understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PROPOSER shall keep and maintain public records required by the School Board to perform the service. The PROPOSER shall keep records to show its compliance with program requirements. PROPOSER and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PROPOSER which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. PROPOSER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROPOSER does not transfer the records to the public agency. The PROPOSER shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the PROPOSER or keep and maintain public records required by the School Board to perform the service. If the PROPOSER transfers all public records to the School Board upon completion of the contract, the PROPOSER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROPOSER keeps and maintains public records upon completion of the contract, the PROPOSER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

VII. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to PROPOSER, be assigned without the prior written agreement of Board. If PROPOSER attempts to make such an assignment, such attempt shall constitute a condition of default.

VIII. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the PROPOSER shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

XIX. LOBBYISTS

- A. "Lobbyist" means a person, firm or corporation who is employed and receives payment from, or who contracts for economic consideration with, any principal, person or organization for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. For purposes of this rule, the term "Lobbyist" specifically includes the principal as well as any agent, officer, or employee of a principal regardless of whether they are employees of the principal whose normal scope of employment does not include lobbying activities.
- B. One who is not an employee of a principal is a "lobbyist" if s/he is retained as an independent contractor or otherwise for payment or economic consideration by a person or governmental entity to lobby an agency on behalf of that person or governmental entity.

If a corporation, partnership, firm, or other business organization is retained for payment or economic consideration to lobby on behalf of another person or governmental entity, only the members, partners, associates, or employees of the entity who personally lobby on behalf of that person or governmental entity are "lobbyists."

- C. The terms "payment" or "economic consideration" do not include receiving only reimbursement for actual travel, lodging, and meal expenses
- D. "Lobbying" means any oral or written communication, direct or indirect, with the Board, members of the Board, Board Committees, Board administrative assistants, Board Attorneys, or members of the District administrative staff, including site administrators and instructional staff for the purpose of doing business with the School District, the Board and/or schools, influencing any official action, non-action, or decision or attempting to obtain the good will of a Board member or employee of the School District.

XX. LOCAL-AND STATE VENDOR PREFERENCE

- A. The School Board of Miami-Dade County, Florida adopted School Board Policy 6320.05 which gives local preference to businesses located in Miami-Dade County, Florida when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 dollars or the current formal bidding threshold set by statute.
- B. Proposers claiming local vendor preference for any bid or submittal must submit an Affidavit of Eligibility for Local Preference and a copy of its business license with their bid, quote, proposal, reply or response. Bids which fail to include the approved affidavit at the time of bid submittal will not be considered for local vendor preference. The preference status does not apply to goods or services exempted by statute, Federal laws, or procurements with funding source restrictions. Exemptions by statute are listed in Board Policy 6320.

XXI. DISCLOSURE OF CONFLICT OF INTEREST (AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

The School Board of Miami-Dade County, Florida approved item H-13 at the July 2013 School Board meeting. This item will ensure that current procurement processes establish a procedure aimed at requiring offices/director of contracted vendors to make full disclosure of their relationship with any Board committees, task force, or associations. The PROPOSER Qualification Form will now include the clause titled "Disclosure of Conflict of Interest.

Board policies may be accessed at: <http://www.dadeschools.net/schoolboard/rules/>

XXII. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

XXIII. INDEMNIFICATION: To the fullest extent permitted by law, the Awarded Proposer shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the Awarded Proposer's performance under the Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Awarded Proposer or other persons employed or utilized by the Awarded Proposer in the performance of the Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Awarded Proposer. The provisions of this Section are intended to require the Awarded Proposer to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in the Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Awarded Proposer shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

DUTY TO DEFEND: The Awarded Proposer agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to the Awarded Proposer's performance under the Agreement.

XXIV. PATENTS & ROYALTIES

The Awarded Proposer, without exception, shall indemnify and save harmless The School Board of Miami-Dade 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 Agreement, including its use by The School Board of Miami-Dade County, Florida, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. PROPOSER shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by PROPOSER of any third-party patent, copyright or trademark or (ii) misappropriation by PROPOSER of any third-party trade secret in connection with any of the foregoing. PROPOSER will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent,

copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

void nature of that provision shall not affect any other provision of this proposal shall be considered as if such invalid, unlawful, unenforceable or valid provision had herein.

XXV. FACILITIES: Board reserves the right to inspect the Awarded PROPOSER'S facilities at any time with prior notice", Board may use the information obtained from this in determining whether a PROPOSER is a responsible PROPOSER.

XXX. DISTRIBUTION: 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. Board is not responsible for PROPOSER'S failure to obtain complete proposal documents. Board reserves the right to reject any proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

XXVI. EXTENSION: In addition to any extension options contained herein, Board is granted the right to extend any award resulting from this proposal. The extension period shall not be in excess of 90 days from (a) the termination date of an Agreement entered into as a result of this proposal or (b) the termination date under any applicable period of extension under an Agreement entered into as a result of this proposal. Such extension shall be upon the same price, terms and conditions as existing at the time of Board's exercise of this extension right.

XXXI. CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Agreement, any party contracting with Board under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (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 Board and its officers and employees for any violation of this section, including, without limitation, defending Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon Board, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon Board 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.

XXVII. PURCHASE AGREEMENT: This proposal and the corresponding Agreement shall constitute the Contract between Parties. By submitting a Response, the Proposer agrees to be bound to and execute the corresponding Agreement for this solicitation. The Proposer may request clarification and submit comments concerning the corresponding Agreement for Board's consideration. Only comments and proposed revisions included within the Response will be considered by the Board. This does not constitute an agreement to proposed revisions. Furthermore, any requested revisions noted in the Response shall be discussed upon award. None of the foregoing shall preclude the Board from seeking to negotiate changes to the Agreement during the negotiation process.

XXVIII. 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 IVHEA 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 [Board] and a person other than a procurement contract for goods or service, 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.23049g) and 41 U.S.C.253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. (The Board) may rely upon the certification of a prospective participant in a tier covered transaction that it and its principals are not debarred, suspended, 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. The Board 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.

Awarded PROPOSER agrees that it may create, receive from or on behalf of Board, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awarded PROPOSER represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall 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 Board 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 Board, Awarded PROPOSER agrees to provide Board with a written summary of the procedures Awarded PROPOSER uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the Board to terminate any Agreement with Awarded PROPOSER.

All confidential records must remain within the continental United States.

CERTIFICATION

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

XXXII. PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITN 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 proposal documents or other materials submitted by all PROPOSERS in response to this ITN 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.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

XXXIII. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 PROPOSER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

XXIX. SEVERABILITY: In case of any one or more of the provisions contained in this Bid 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

XXXIV. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the

governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235) "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XXXV. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Board for an award greater than 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

XXXVI. LICENSES, CERTIFICATIONS AND REGISTRATIONS:

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 proposal 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 Miami-Dade 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 Awarded PROPOSER who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Chief Procurement Officer of Procurement Management Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded PROPOSER of its responsibilities under this ITN.

XXXVII. EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITN. Board is not obligated

to place any order for services as a result of this award. Order placement shall be based upon the needs and best interest of Board.

XXXVIII. POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#!community-internships/c7pc> or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

XXXIX. COMPLIANCE WITH SCHOOL BOARD POLICIES

Bidder agrees to comply with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; 620.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

XL. ADA COMPLIANCE

Awarded Proposer agrees and warrants that its services and/or products comply with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Awarded Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Awarded Proposer further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Awarded Proposer's failure to comply with this requirement.

DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) "Board Policy" means any and all policies adopted by the School Board and in effect at the time the ITN is published and as they may be amended from time to time ("Board Policy"). All Board Policies are incorporated by reference into this Solicitation and into all Proposals submitted by a Proposer.
- b) "Chief Procurement Officer" means the individual who serves as the principal public purchasing official for the District.
- c) "Contractor" means a person, firm, entity or organization who contracts to furnish supplies or perform work at a certain price or rate.
- d) "Department" means the division within the District that is requesting the services or product throughout this Invitation to Negotiate.
- e) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.
- f) "Selection Committee" means a committee of individual(s) who evaluate and rank proposals; conduct negotiations; and makes a contract award recommendation to the District and its respective Committees.
- g) "Scope of Services" or "Scope of Work" means the work to be performed by the Proposer or Consultant as described in Section 4 of this ITN, as amended thereto.
- h) "Solicitation" means this Invitation to Negotiates (ITN) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments/exhibits.
- i) "Subcontractor," "Sub-Proposer" or "Sub-consultant" means any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the Proposer.
- j) "Superintendent", "Superintendent of Schools" means the Secretary and executive officer of the district school board.
- k) "The School Board of Miami-Dade County, Florida ("School Board")", means the governing body of elected officials comprising the district school board and who review and have the authority to approve or reject any and all recommendations for contract awards. "Miami-Dade County Public Schools", "M-DCPS", "The School Board of Miami-Dade County, Florida" or "District" are interchangeable terms.
- l) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 4 and the terms and conditions of this Solicitation.

SECTION 2 – ITN TIMETABLE

The anticipated schedule for this ITN and contract approval is as follows:

Goal Setting Committee	Thursday, July 1, 2021
ITN available for distribution:	July 6, 2021
Pre-Proposal Conference, date, time and place:	July 15, 2021 at 9 a.m. Via Zoom at: https://zoom.us/j/94344642509?pwd=MWNaSytgZXd1enNRdW5BTW9CTUxXQT09 Meeting ID: 943 4464 2509 Passcode: 677298 One tap mobile +13126266799,,94344642509# US (Chicago) +16468769923,,94344642509# US (New York)
Deadline for receipt of questions:	July 15, 2021 at 5 p.m. EST Emailed to cmontfort@dadeschools.net
Deadline for receipt of proposals:	July 27, 2021 EST No later than 2 p.m. (local time)
Virtual Bid Opening Meeting:	July 27, 2021 EST 2:00pm Via Zoom (See instructions on Exhibit 18)
Bid Opening Location	Via Zoom at: Meeting ID: 963 8325 8347 Passcode: 978824 One tap mobile +16468769923,,96383258347# US (New York) +13017158592,,96383258347# US (Germantown) (See instructions on Exhibit 18)
Selection Committee Meetings:	To Be Determined and Published via Miami-Dade County Public Schools' District Advisory Committee Meeting Calendar @ http://meetings.dadeschools.net/list.asp
Projected Board Approval of Contract:	Anticipated September 2021
Projected contract start date:	Anticipated September 2021

PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITN Timetable. Attendance is highly recommended but not mandatory.** Please note, Proposers may ask questions, however, all questions **MUST** be submitted in writing by the due date stated in this Section.

**Pre-Proposal Conference attendance is not required. In compliance with Florida Statutes, Chapter 119, commonly known as the Florida Sunshine Law, this meeting will be recorded in its entirety.*

SECTION 3 – SPECIAL CONDITIONS

3.1 INVITATION

Thank you for your interest in this Invitation to Negotiate (ITN). The School Board, through Procurement Management Services, invites responses from Proposers, which offer to provide the services described in Section 4 Scope of Work.

This is an Invitation to Negotiate. M-DCPS reserves the right to negotiate with any of the respondents in its discretion.

3.2 TERMS OF CONTRACT AGREEMENT

The initial term of the contract shall be for a period of three (3) years with two (2) one (1) year options to renew and if needed, an additional ninety (90) days beyond the expiration of the renewal period, at the District's discretion. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof.

3.3 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITN, in accordance with **Section 2**, no later than the deadline for receipt of questions specified in the ITN Timetable (See **Section 2**). The request must contain the ITN number and title, Proposer's name, name of Proposer's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in **Section 2**. Emails should have at a minimum, the Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and ITN number and title. A copy of any written communication or email must be sent to the Executive Assistant to the Clerk of the School Board.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this ITN or in any written amendments to this ITN. Where there appears to be a conflict between the ITN and any amendments, the last amendment issued shall prevail.

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 3**).

Proposers who obtain copies of this ITN from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular ITN. Such Proposers are solely responsible for those risks.

3.4 REQUIRED SUBCONTRACTOR INFORMATION TO BE SUBMITTED BY THE PROPOSER

Please indicate the proposed dollar amount or percentage of work to be spent with identified certified subcontractor, along with the scope of work the subcontractor will provide related to this solicitation. Proposer(s) are required to provide notification of certified subcontractor substitution within five (5) business days of any change. Please note that the substitution of subcontractor must have prior approval by the Office of Economic Opportunity. All substitution requests should be submitted on the Substitution Form.

SECTION 4 – SCOPE OF SERVICES

This section identifies the levels of performance that are desired by the District. Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the Invitation to Negotiate (ITN) may result in deductions in the allocation of points by the Selection Committee.

SECTION - 4.1 GENERAL INFORMATION

Miami-Dade County Public Schools (“M-DCPS”) is the fourth largest school district in the United States, comprised of approximately 476 schools, 350,000 students and over 37,830 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries. Additionally, M-DCPS sponsors extensive adult-training programs through its Adult Technical Centers. These programs are offered both day and evening, on a full-time and part-time basis.

The Vision, Mission and Core Values of the M-DCPS are as follows:

VISION

We provide a world class education for every student.

MISSION

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

CORE VALUES

Excellence

We pursue the highest standards in academic achievement and organizational performance.

Equity

We foster an environment that serves all students and aspires to eliminate the achievement gap.

Student Focus

We singularly focus on meeting our students’ needs and supporting them in fulfilling their potential.

Innovation

We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

Accountability

We accept responsibility for our successes and challenges and seek to transparently share our work on an ethical manner, as we strive towards continuous improvement.

SECTION - 4.2 – PURPOSE OF INVITATION TO NEGOTIATION

The purpose of this Invitation to Negotiate (ITN) is to obtain technical systems and support services for the migration and integration of Human Capital Management digital infrastructure and functions supporting instructional, administrative, and non-instructional staff; including, but not limited to: recruiting; candidate tracking and communication; fully automated processing of applicants; electronic tracking of candidates throughout the application/hiring process; electronic communications, i.e. emails/system generated letters with candidates within the system; mobile application to apply from phone or other mobile devices; tracking system embedded within the system to send alerts of missing candidate information and deadlines for closing of posted position; documentation/alert regarding veteran's preference; built-in timelines; dated stamps of each phase of application process maintained within the system; standardized letter templates maintained within the system that are populated and sent based on automated timeline and/or drop menu to send as needed; teacher certification tracking; paperless forms; dynamic report-building interface; onboarding; electronic signature management; signature management; performance management and goal setting/ personnel evaluation; professional learning, credentialing and micro-credentialing; off-boarding; surveys including exit surveys; and a learning loop connecting performance observations and evaluation with professional development recommendations and tracking. Employment eligibility determinations include determination of certification (in-field/ out-of-field) and pre-employment fingerprinting and background checks. As the Local Education Administration (LEA), the District is responsible for record tracking and reporting for charter schools also.

Miami-Dade County Public Schools (M-DCPS) employs 30,760 employees including 18,902 staff with professional certificates or licenses required for their employment. M-DCPS recruits and hires approximately 3,000 instructional positions, 50 administrative (managerial exempt) positions, 50 professional /technical positions, and 940 support positions annually. The proposed systems and services must be able to support comprehensive Human Capital Management Services for the fourth-largest school district in the country.

This ITN allows for vendors to reply to specific modules within the core requirements delineated below. All vendors MUST respond to the section “CORE CRITERIA FOR ALL SYSTEMS” and the “PORTAL INTEGRATION” section. Vendors may then choose to reply to questions within the scope of services that are clearly delineated as “Module.”

The Modules are:

- RECRUITMENT/EMPLOYMENT PROCESS/CERTIFICATION which includes *TEACHER CERTIFICATION* and
- PERFORMANCE MANAGEMENT/PERFORMANCE EVALUATION AND PROFESSIONAL GROWTH PLAN which includes the *LEARNING LOOP CONNECTING PERFORMANCE MANAGEMENT WITH PROFESSIONAL GROWTH/PROFESSIONAL DEVELOPMENT*.

A vendor may submit a response to any, all, or any combination of the modules.

CORE CRITERIA FOR ALL SYSTEMS (REQUIRED)

(NOTE: All vendors must respond to the section “Core Criteria for All Systems,” regardless of cloud-hosted or local-hosted designation. The District does not have a preference for cloud vs. locally hosted implementations: it depends on the cost, turn-around time, and the effectiveness of the solution offered.)

EVALUATION CRITERIA:

General

1. Provide the technical requirements necessary to use the product effectively. This may include, but may not be limited to:
 - 1.1. server hardware requirements and configuration
 - 1.2. server operating system

- 1.3. data storage requirements
- 1.4. system software requirements and configuration, and
- 1.5. end-user workstation minimum and recommended hardware/software requirements and configuration
2. Submit the supported web browsers, platforms and operating systems (versions, both PC and mobile devices) for your package.
3. Provide details demonstrating the level of alignment to:
 - 3.1. District environment of Microsoft IIS 10.0 version 1809 for Server 2019
 - 3.2. SQL Server 201
 - 3.3. .NET Framework 4.8
 - 3.4. Windows Active Directory Functional Level Server 2008R2
 - 3.5. Microsoft Azure AD Premium P1
 - 3.6. Microsoft Windows Server 2019
4. What is the maximum number of overall users and the maximum number of simultaneous/concurrent users that your system can support? Explain.
5. Describe how the hardware configuration provided by your company is sufficient to allow the District to operate the proposed software and any releases for a minimum of five (5) years from this implementation.
6. Is your product a centrally managed system for all required functions? If so, provide documentation (e.g., a flow chart describing the architecture or detailed written response demonstrating this).

Capacity and Availability

7. Provide details about how your product possesses fault-tolerance provisions.
8. Explain how your product provides backup and recovery procedures.
9. List the programming languages upon which the system is based and the back-end databases supported.
10. List programming languages that can be used to augment and/or customize the application (i.e. writing custom code, extending application features through vendor-defined exit and/or integration points)
11. Please describe the reporting functionality of your system.
12. Does the system require any 3rd party plug-ins or applications to be installed on clients? If so, describe.
13. Does the system include any elements that are third party plug-ins for other applications (**e.g., SAP**). If so, describe.
14. Explain the expected latency (in milliseconds (ms)) for users to access content on the system under load. Provide evidence of load testing scenarios demonstrating that the standard can be achieved under the expected load of this District
15. Describe your system's strategy for handling historical data. How would you allow unburdened access to historical data without compromising system performance?

Access

16. Does your product work with Microsoft SharePoint Server? Describe how it is used/leveraged.
17. Does your product allow for online use (anytime/anywhere access?) Describe and provide examples.
18. Does your product allow for use on mobile devices? If yes, describe and provide compatible and backward compatible mobile device operating system versions. Describe and explicitly list limitations.
19. Applicants must be able to complete all functions, including employment application, online through internet-enabled devices, including mobile phones and tablets. How does your system provide this functionality?
20. How will your system integrate current employee profiles into your system?
 - 20.1. How can they be imported from eRecruiting and Powerschool?
 - 20.2. Will new profiles need to be created for all employees?
21. Explain how your product supports assistive technologies to comply with the Americans with Disabilities Act (ADA) federal requirements.
22. Explain how your product allows support staff, developers, and Q/A team members to test end-to-end functionality using various accounts without requiring production credentials

23. Does the system allow back-end access to the database using **SQL Developer Tools, ODBC, JDBC?**
24. Are reporting views available that grant direct access to information stored in the application's data stores?

Security

25. Describe how your product accommodates multiple levels of authorizations for external applicants, internal applicants, school-site staff, district staff, school administrators, district and regional center administrators, etc. Describe all possible methods for provisioning security/authorization levels.
26. Describe how your product differentiates between an internal applicant and an external applicant, when someone applies to a new opening.
27. How does the system support multi-factor authentication, biometric authentication, or SSO via trusted providers (i.e., Google, Microsoft Active Directory, etc.)?
28. What safeguards does your solution employ to protect confidential information or Personally Identifiable Information (PII)?
 - 28.1. Does your product utilize (or support) encryption?
 - 28.2. Does your product scramble or obfuscate data in non-production environments to alleviate issues with exposure of PII?
29. Does your software collect and/or store any PII about the user interacting (other than the data agreed to be shared between the Vendor and the District)? If so, please provide fields collected/stored such as GPS location or e-mail (**See APPENDIX for USER fields shared**).
30. Please describe your data retention time, timelines, schedules, or length on user data collected by interacting with software.
31. Is transactional logging enabled and/or available in order to perform troubleshooting, security research, and/or audit-related functions?
32. Can logging granularity be managed at user, transaction and/or global levels?
33. Please describe how the product supports the requirements of Family Educational Rights and Privacy Act (FERPA)/Health Insurance Portability and Accountability (HIPAA.)
34. What levels of security are available in the app (table-level, form-level, field level, record level)? How are these security options applied and who can apply them?
35. Describe how your system handles or interfaces with products that can handle **e-signatures**?
36. Describe how the solution protects confidential data and session activity both within the application and in transit.
37. Describe how data and session activity are encrypted.
38. Detail how your solution supports mass notifications for users during emergencies, including any third-party product integrations.
39. Explain how your system allows one to export/import by security role (Role Based Access Control).
40. Describe how your system allows administrators to log on as different users (user emulation/impersonation).
41. Explain how sensitive data are encrypted when accessed over the web using **HTTPS (SSL/TLS) even at REST**.

Maintenance, Customization, and Updating

42. Explain how your product utilizes a centrally managed, software version upgrade methodology (i.e., version control capability).
43. Does your product include management of software updates, patches, and fixes? If yes, describe how.

44. Are the costs of your product's management of software updates, patches, and fixes included in the maintenance? Provide a table reflecting how the costs are included in the maintenance.
45. If your product does not include management of software updates, patches, and fixes, provide a table reflecting the associated costs.
46. Does your product allow local staff to customize and/or extend capabilities and features in the application in a meaningful way by adding fields, tables, forms, workflows, reports, logic, and/or other elements that can be locally configured and managed without affecting the core system or requiring vendor intervention? Please describe the scope of changes allowed.
47. Does the application provide predefined exit points that allow extending functional capabilities, without the need to alter/customize vendor supplied programs? Describe.
48. Does the system have the ability to mass change/add/replace values in different modules through the system that is not limited to employee demographics, contacts, etc.?
49. Does the system allow the District to create, test, development and training environments with duplication of data from the production system, selectively or as a whole, with no added cost?
50. What is the capability to obfuscate copied data?
51. When selectively copying data, are all related data elements, across multiple tables copied?
52. Is a 3rd party tool needed to create these copies (specify candidate tools and pricing)?
53. Does the system include the administrative capabilities to view user authentication session status including user, type, time, platform, and source TCP/IP address?

Interface with existing systems and transfers

54. Does your product offer a Software Development Kit or Application Program Interfaces (APIs)? If yes, provide details.
55. How will your product interface with our SQL operational data store? What interfaces does your system require?
56. Describe/explain how your product integrates with SAP? Describe how your product would interface with the following:
 - 56.1. District runs on-site SAP HCM in an ECC 6.08 environment. Related modules are HR, Time, Payroll, Benefits, Organizational Management and Employee Self-Service portal
 - 56.2. Typical functions to consider for integration are Recruiting, On-boarding, Salary-Setting, Professional Credentialing tracking and management.
57. What experience does your organization have, currently or in the past, with data integration services such as Clever, Inc., personal background check services? Describe.
58. Does your product have built-in support for data export/import permitting interfaces to District applications, including applications such as SAP HCM Application Suite, which includes H/R, Payroll, Time, Benefits, and Organizational Management modules. If yes, describe your product's built-in support and/or experience in interfacing with these products.
59. What types of data transfers are supported? What type of data encryption within these data transfers is supported?

Documents and Reporting

60. Will your product be able to create and archive online all state or federal government required documents and data for our District employees?
61. How will your product store uploaded documentation and information submitted by applicants in the application process? For how long are these data stored in your system?

62. How does your system send alerts to applicants that documentation is missing/application is incomplete?
63. How will system generated letters to applicants be updated on-going after the system is launched?
64. How will reporting of information be downloaded, will your product have a summary of all data per applicant easily accessible for review? If yes, describe how.
65. For how long will information and documents be kept in your system?
 - 65.1. Will the District have access to those documents and employee data even if the contract expires or is not renewed in the future?
 - 65.2. Will the District be able to extract/download these data as needed?
66. Can documents be transferred to an existing District imaging server?
67. Will your product be able to transfer the required documents and reports electronically? If yes, describe how.
68. Will your product be able to create the Florida Department of Education survey formats referenced at <http://www.fldoe.org/accountability/data-sys/database-manuals-updates/2020-21-staff-info-system/index.shtml>? If yes, provide an example reflecting how.
69. Will your product be able to provide graphical ad-hoc reports, dynamic and static, such as teacher certification information by school, subject, expiration, candidate information, etc.? If yes, describe how.
70. What reporting engine is used by the software and what methods are available for M-DCPS users or administrators to create, edit, schedule, or administer reports?

Support

(Note: The District will provide a first-level contact resource who will need direct access to the second-tier provider.)

71. Will your company provide a dedicated on-site person to work with our team during all phases of project implementation? Please describe your level of commitment to on-site support.
72. Provide a detailed explanation of the levels of support available and what is covered under this proposal and for how long will they be available.
 - 72.1. Will other levels support cost more or will everything be included?
 - 72.2. If there are any additional support costs, provide a table detailing levels of support and cost structure.
73. Does the system provide contextual integrated help for all users? Does it include interactive features such as videos or animations to explain complex concepts. Please describe.

Training

(Note: The District does not have a preference for a specific training model. The District has training facilities but these facilities must be scheduled in advance.)

74. Will your company assign a client representative to work with the M-DCPS account?
75. Vendor is requested to provide a detailed training plan.
76. Will training be offered for our: support staff? Describe training available for support roles (technical/Infrastructure, developers; recommended curriculum, time-table, delivery methods and cost).
77. Will training be offered for our District staff? Will it be role-based, train-the-trainer, Web-based? Describe.
78. Describe training available for support roles (technical/Infrastructure, developers; recommended curriculum, time-table, delivery methods and cost).
79. Vendor is requested to supply a detailed training plan.
80. Will training occur at M-DCPS facilities?
81. Does your company provide training materials and documentation with step-by-step screen shots for ease of use that M-DCPS can use to train employees?
82. Would M-DCPS be allowed to modify the documentation to use our own "branding"?

83. Does your company provide pre-recorded online training materials?
84. Will all training documentation provided by Vendor to Client include full duplication rights for Client to use for internal distribution as needed?
85. Will application training be conducted in a train-the-trainer model with the intent to internalize application training during system implementation phases?
86. Will training be available online and with reference and support resources such as videos and documents?
87. Will training be available in-person with reference and support resources such as videos and documents?

ONLY FOR CLOUD-HOSTED VENDORS TO ANSWER

(Note: Non-cloud hosted vendors should answer NA to each of the following questions.)

Hosting

88. Does your organization have hosting and network Service Level Agreement (SLA) commitments? Provide your hosting provider along with the security layout and describe your hosting and network SLA commitments.
89. Does your product have redundancy provisions in the case of the site being down? Describe your system's redundancy provisions.

Security

90. Please describe the hosting arrangements, along with the physical/virtual security methods utilized to protect the data.

Access

91. Will your product support single sign-on from our portal using credentials from the District's Active Directory database? If yes, describe how. (Users would not need a separate sign-on into your system. You would need to verify that the staff member coming in has authorization into your system.)
92. Will your product support single sign-on from our Dadeschools mobile Android and iOS applications using credentials from our database? If yes, describe how. (Users would not need a separate sign-on into your system. You would need to verify that the staff member coming in has authorization into your system.)

ONLY FOR LOCAL-HOSTED VENDORS TO ANSWER

(Note: cloud-hosted vendors should answer NA to each of the following questions.)

General Infrastructure and Network

93. What hardware/software is necessary to operate your product within the District? Provide a table with details.
94. Has your product been utilized in a VMware environment? If yes, provide example(s)

Access

95. Will your product use Active Directory to authenticate and/or manage users? If yes, provide example(s).

Maintenance or Updating

96. Does your company identify, build, and institute a transition plan that will allow the District's team to successfully manage year two and beyond of implementation? If yes, provide an example of a plan.
97. Does the system allow the District to create test, development, and training environments with duplication of data from the production system with no added cost?

Yearly Rollover

98. Does your product allow M-DCPS to work in multiple school years at a time (ability to work on the next school year before the current school year is complete)? Describe, in detail, how your product provides this ability.

HCMS SCOPE OF SERVICES

VISION:

Miami-Dade County Public Schools (M-DCPS) is requesting proposals to deploy and implement a 21st century Human Capital Management data management and reporting system that fully integrates with the District's existing infrastructure and contains capabilities and functionalities that address the current and future needs of the District and should integrate easily with existing and future third-party service providers.

The vision and mission of the District are to provide a world-class education to every student and to be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens, respectively. In alignment to this, it is the mission of Human Capital Management to ensure that we recruit, hire, develop, and retain the most effective, high-performing workforce.

Human capital management is an essential function of any organization; it enables the organization to make strategic decisions regarding staffing, deployment, development, and advancement of personnel to address organizational priorities.

The HCMS digital infrastructure systems will reflect and support the core values of M-DCPS:

- Excellence - We pursue the highest standards in academic achievement and organizational performance.
- Equity - We foster an environment that serves all students and aspires to eliminate the achievement gap-and that provides equitable opportunities for employment, advancement, and compensation.
- Student Focus - We singularly focus on recruiting, hiring, deploying, and supporting staff that excel in meeting our students' needs and supporting them in fulfilling their potential.
- Innovation - We encourage creativity and adaptability to new ideas and methods that will implement best practices in human capital management to support and improve student learning.
- Accountability - We accept responsibility for our successes and challenges and seek to transparently share our work in an ethical manner, as we strive towards continuous improvement.

CHALLENGES:

The M-DCPS Human Capital Management System (HCMS) provides the basis and mechanisms for the full spectrum of the district's human capital actions and decisions. The HCMS encompasses both the critical data management technology infrastructures that support HCM decision-making and actions, including policies and procedures instituted to address statutory and regulatory requirements,

and the HCM staff needed to fulfill the required actions. The digital backbone infrastructure available to support HCMS is significantly lacking compared to the software and systems for instructional support and data management. M-DCPS has historically prioritized the school site for technology resource acquisition and deployment. The district's existing HCM data management systems operate on a patchwork of legacy, mainframe applications, some long out of support, vendor platforms, and locally-developed applications, hosted in-house, often in isolation from other systems. Gaps in the existing HCMS services include lack of connectivity across systems; barriers to timely access to data needed for HCMS decision-making; barriers to information access and responsiveness of HCMS systems to meet the needs of internal and external stakeholders; the need to create a more seamless, user-friendly experience with the HCMS for all stakeholders; and the need to tighten up the connectivity of the learning link connecting observation, evaluation and PD recommendation. M-DCPS identified a critical need to improve system connectivity and communication to support HCMS decision-making and to create information dashboards to address the needs of stakeholders, front-line staff, and senior management. A preliminary needs assessment identified the following requirements for a new, comprehensive HCM data system:

Educator Preparation/ Credentialing/ Certification: A number of positions and assignments require information on specific training or credentials that are not currently tracked through a centralized, accessible system:

- **Example: Clinical Educator Training** There is no readily accessible database for principals to pull a report or maintain a real-time database that identifies who from their staff have fulfilled the required Clinical Educator training for supervising teacher preparation students during field experience courses or internships without individually looking up a teacher in the SDES mainframe system.
- **Example: Mentor Credentialing and Assignment:** District induction programs for new teachers and administrators include mentoring by trained mentors. There is no readily available database or flagging system to help administrators make appropriate mentor assignments
- **Example: Micro-credentialing, Badging, Pre-Qualification:** M-DCPS needs the ability to track existing pre-qualifications, such as the previously mentioned clinical educator training to supervise pre-service teachers, and to track and credential participants in district professional growth and leadership development programs, such as instructional coaches, teacher leaders developed through the M-DCPS Teacher LEADership Academy and aspiring administrators.
- **Certification Subject Areas and Expiration Dates.** Specific educator certifications are required for all instructional position assignments, school site administrator (Principal and Assistant Principal) positions, and other positions throughout the district. These credentials must be renewed and kept current for compliance, and must be in the required field or fulfill the add-on requirements, such as compliance with the META consent decree.
- **Certifications: Out-of-Field Status and Timelines:** Instructional professionals assigned out of-field (lacking the necessary certification area for the assignment) have strict compliance timelines for attaining the required certification or meeting the META requirements, as these timelines trigger termination consequences and can lead to FTE Audit exceptions. Certifications are currently tracked through SAP, legacy systems, and internal reporting. Tracking is done manually and on paper. It is difficult to flag/track teachers in out-of-field placements. Lack of an out-of-field flag also makes it difficult to target appropriate support for teachers. Tracking of teachers participating in M-DCPS' alternative certification program is also done manually by the program administrator.

Internal and External Reporting: There is a need to improve data visibility, accessibility, and reporting functions across HCM functions and provide HCMS decision-makers and stakeholders with real-time, relevant data dashboards.

Recruitment: This relies on different external vendor applications depending on the position, with no single access point for instructional, administrative, and non-instructional openings. Applicants need to apply for each position individually. Applications are not mobile-device friendly, and lack internal communication and reporting tools. Advertising options are limited. Visibility for internal candidates is limited, restricting the candidate pool.

Hiring: Multiple platforms are also involved, depending on the position. Contact points/internal communication tools are lacking.

Placement: Other than position control tracking functions for payroll, these functions are very limited. Placements and applications are handled manually.

Retention: The system currently lacks any systemic reporting of retention, such as within same school, within same position, across positions but within district, etc. These data must be extracted manually.

Dismissal/Offboarding: Done manually, no systemic tracking available.

Differentiated Compensation and Performance Pay: Some data are linked to the evaluation system housed in HRInfo system. Other compensation, such as PD stipends, grant-funded position supplements or differentiated compensations, etc., is tracked and reported by project staff. The financial and reporting structures do not currently differentiate by type of performance pay, as it is all reported in a single category, which is the same as is used for professional development stipends. Separating out by funding structure and purpose requires manual tracking and verification by staff.

Professional Development Data Capture and Reporting: The PD management and tracking system (PDMS) in use does not export raw data to the M-DCPS systems. Data extraction is via pre-set and custom reports. Data are periodically transmitted by M-DCPS to the state for certification requirements via a mainframe system that is out of maintenance.

Professional Development Credit History and Bankable Master Plan Points: The professional development management system (PDMS) does not account for bankable Master Plan Points (MPP) or MPPs obtained during a prior certification cycle. Banked MPP points and credit histories are tracked separately on an old mainframe system.

Learning Loop Creating a More Seamless Learning Link Connecting Observation, Performance Evaluation, and PD: PDMS and the M-DCPS internal HRInfo system that houses performance evaluations do not interface. The learning link between observations, evaluation, and PD is currently accomplished through recommendations that are manually input by supervisors into the evaluation system, while employees then manually search for and register for appropriate PD on the PDMS. All PD offerings on the PDMS are tagged and searchable by standards, but the search is done by the employee, manually. The system does not automatically report back regarding completion of the required PD or trigger follow-up actions.

Promotion: Internal applicants for a position have to follow the recruitment and hiring paths above or engage in a paper-based application process for the internal leadership candidate preparation programs. Documentation of promotions is completed manually.

Customer Experience: There are no systemic checkpoints or services to gain input on customer

experiences to improve services.

INTEGRATED HUMAN CAPITAL MANAGEMENT DATA SYSTEM

M-DCPS is planning a transition to an integrated human capital management system that will integrate resources, facilitate implementation of streamlined and effective-best practices for human capital management, and provide an anytime, anywhere recruitment and onboarding solution. This ITN outlines requirements for implementing a comprehensive solution for integrating HCM workflows to provide a seamless employee and stakeholder experience. The link between evaluation/feedback processes and professional learning opportunities is crucial. Evaluators and evaluates need a seamless system where recommendations can be made, registration completed, and completion tracked as the evaluation process progresses through the cycle. Evaluation systems (performance management systems) need to connect with and integrate staff development recommendations, including linkages to the professional development management system that is the system of record for professional development.

MODULE: RECRUITMENT/EMPLOYMENT PROCESS/CERTIFICATION

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

The District is currently using E-Recruiting for support and administrative/technical and PowerSchool for instructional recruitment of applicants. Both systems are to be replaced with one unified system that can handle all groups of employees to apply for employment opportunities. The seamless integration of HCMS across platforms and systems is paramount in supporting a cohesive and comprehensive HCM experience for all stakeholders from outside applicants to senior management.

99. Please describe how your system provides a seamless, one-stop-shop for candidates across all positions: administrative, technical, support, and instructional.
100. Please describe how your system provides visibility and application access for internal and external candidates across all categories of open positions.
101. Does your system have a candidate pre-assessment tool for instructional/teacher applicants? If so, please provide all available data regarding the effectiveness of this tool.
102. Can applicants that apply to one opening but are not selected be identified and tracked for other possible openings? Explain how tracking of applicants works and how access to the candidates can be provided to locations district wide?
103. How does your system support pool advertisements and individual advertisements? Describe.
104. How can your system be used to attract passive job seekers? Provide examples of how outside applicants can see openings available in the district without having to complete an entire profile or registration.
105. How does your system allow for job descriptions to be viewed by passive employment seekers? Provide examples.
106. Does your system provide a one-screen dashboard where the status of an applicant offered a job can be viewed and advanced by the Human Capital Offices in charge of reviewing for clearance? Provide samples.
107. Can applicants that have been offered a job be cleared simultaneously by different offices/levels?
 - 107.1. What does a final hire in your system look like once a person has been cleared by Human Capital Management?
 - 107.2. Clearances must include pre-employment data to include fingerprinting, drug testing, pre-employment forms. How is this handled?

108. Can pre-employment forms be completed online, can new District specific forms be added to the process and how easily can they be modified? Provide samples.
109. Does your system provide for forms to be completed on mobile devices? Describe.
110. How does your system handle document routing and electronic signature processing? What are the provisions for security for internal and external users?
111. Once an employee is ready to be hired, how can your system transfer data to SAP? How does your system integrate with SAP? Please describe.
112. Has your system been implemented in other school systems? Please describe and give specific districts.
113. Does your system require a third party to implement and integrate with SAP or is implementation included in the proposal?
114. Can additional documentation be asked of or added by applicants at multiple levels of the application process? Provide examples.
115. What tools does your system provide to improve the district's ability to identify and route candidates for identified/targeted schools or positions?
116. How does your system track time to hire, from initial application to completions of the hiring process? (fully hired).
117. How does your system for pool advertisements identify and remove applicants that were offered a job so that all visible applicants are active seekers of employment?
118. Does your system provide sample interview questions to hiring locations?
119. Does your system provide a mechanism for interviewers to rate or rank candidates?
120. Will your system allow candidates to apply for more than one position at a time?
121. Does your system have a monitoring tracking system that tracks the candidate's progress through the application process (such as through icons) and notifies the candidate of where they are in the process and what information is missing? Describe. How user-friendly is it?
122. Does your system have the ability to create a system-generated questionnaire and send an alert if questionnaire was closed without completing?
123. Does your system give the manager alerts and/or reports showing where an application is in the process of completion?
124. Does your system provide communication tools that allow for communication with a candidate within your system and maintain all communications records within the system for retrieval as needed?
125. Will the system allow for interview committee to score applicant packets/interviews (such as the MEP questionnaire) using a rubric directly in the system and record the total score given?
126. How does your system allow district staff to create and maintain system-generated letters within the system?
127. Can your system track each phase of the interview process with some type of dashboard and nodes next to each phase marked complete or pending or not started? Describe.
128. Does your system distinguish internal candidates from outside candidates? If so, how?
129. Does your system notify hiring managers about number of applicants who applied for a position?

Documentation/Application

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

130. Does your HCMS allow for applicants to work offline and then sync their work when they become connected?
131. Does your HCMS allow administrative users to push materials to applicants based on their positions applied for, demographic, or application status codes?

Announcements

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

- 132. Does your HCMS allow one to copy announcements to new positions/ posted?
- 133. Does your HCMS allow System Admins to edit active (system) announcements?
Calendar

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

- 134. Does your HCMS have a built-in global calendar system?
- 135. Can your system schedule applicants for interviews, pre-employment requirement appointments such as fingerprinting?
- 136. Does your HCMS allow one to set start and stop times for calendar events?
- 137. Does your HCMS allow one to create a recurring calendar entry?
- 138. Does your HCMS allow calendar events to be added automatically from any tool that has a due date?
- 139. Does your HCMS allow users to subscribe to an external calendar?

E-mail

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

- 140. Does your HCMS allow district users to email all or particular applicants/employees within the HCMS?
- 141. Does your HCMS allow one to archive incoming and outgoing e-mail communications throughout the application process?
- 142. Does your HCMS allow one to set up rules within the email tool?
- 143. Does your HCMS email tool provide "spell checking" ability for narrative fields?
- 144. Does your HCMS allow one to use the WYSIWYG or HTML editor in the internal email tool?
- 145. Does your HCMS allow one to create folders for filing/sorting emails within the email tool?
- 146. Does your HCMS provide search capabilities in the internal email?
- 147. Can emails be customizable to inform applicants of missing requirements?

Instant Messaging (IM)/Communication Across the Platform

(For all questions below, please indicate if the functionality is currently available, planned for release by October, 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

- 148. Does your HCMS have a built-in instant messaging capability?
- 149. Does your HCMS IM tool allow applicants and district staff to use IM to communicate?

- 150. Does your HCMS IM tool permit two-way video?
- 151. How does your HCMS allow for multiple points of contact throughout the employment process with both applicants, principals/administrators, and HCM staff to provide status updates of where they are in the process, show completion of each step, and what is missing?
- 152. Is direct communication with all parties available and simultaneous to avoid duplication of work? Provide sample communication and points of contact that will be received by hiring locations, applicants, Human Capital Management and/or power users.
- 153. Does your HCMS IM tool permit file sharing?
- 154. Does your HCMS IM tool permit group conferencing? If so, what is the maximum number of users who can participate in one group?
- 155. Does your HCMS integrate with existing IM tools such as Skype for Business, MS Teams, and/or Zoom?

SMS Messaging

- 156. Does your HCMS have a built-in SMS engine that can be used to push documents/information out to stakeholders?
- 157. Does your HCMS automatically create the link for the participants?
- 158. Does your HCMS allow users to send text message alerts?

Mobility

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

- 159. Does your HCMS allow one to use mobile devices to access system content?
- 160. Does your HCMS use a native mobile client or a web client embedded in a mobile app?
- 161. Are all application tools/features available in the mobile client?
- 162. Is access to the HCMS mobile client standard or an added product (provide licensing and cost details)?
- 163. Is your HCMS mobile-ready when using the web version through smartphones?
- 164. Is the HCMS mobile-ready when using the web version through tablets?
- 165. Do available tools in the mobile client (smartphones, tablets, etc.) have the same functionality as the web version?
- 166. Is there a pricing plan for mobile client access to the HCMS?
- 167. Explain how your native application can be integrated with the M-DCPS mobile app.

Discussion Forums

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

- 168. Does your application's discussion forum tool allow threaded discussions?
- 169. Does your HCMS allow users to attach documents in discussion forums?
- 170. Does your HCMS allow users to embed links in discussion forums?
- 171. Does your HCMS allow one to search discussions?

172. Does your HCMS allow one to moderate discussion forums?

Advertising Channels

173. Does your HCMS integrate with social media.? Please explain.

Concurrent Users

174. What is the concurrent user capabilities of your HCMS? Describe.

175. Please describe your ability to scale the implementation for increased usage (i.e. Support a scheduled job fair/outreach event).

176. Will M-DCPS have access to back-end functions, databases, and log files - through the administrative interface or by other means? If yes, describe how.

177. Please describe how your HCMS handles real-time processing and what underlying technology it uses.

Roles

178. Does your HCMS allow one to assign privileges/rights to system roles (various admin level)? If yes, describe how.

179. Does your HCMS allow one to assign privileges/rights to specific individual system users at a granular level?

180. Does your HCMS allow one to assign privileges to job roles? Please describe below.

Accessibility/ADA Compliance

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

181. Please describe how your HCMS is in compliance with Americans with Disabilities Act (ADA) requirements.

182. Does your HCMS support the use of screen readers (e.g., JAWS)?

183. Does your HCMS provide a variety of communication modes (e.g., text, audio, video) for user interactions?

184. Does your system allow users to print a copy of their documentation, such as professional development transcripts/records, personnel evaluation records, etc.?

Branding Flexibility

185. Does your HCMS allow branding?

Migration Tools

186. Does your system allow the migration of existing data into the application? How will this be accomplished?

187. Do you have tools available to migrate data stored in eRecruiting to the proposed application? How will this be accomplished?

Functionality for External Applicant/Vendor/Contractor

At times, MDCPS engages external resources (i.e. contracted staff) to support the district's operations. These "candidates" must go through many of the checks that a regular employment

candidate must satisfy (i.e. Jessica Lunsford Act requirements, provide proof of education and/or performance), before they are engaged and allowed access to District's properties.

188. Describe your system's ability to support recruiting and onboarding of non-District personnel ("candidate") for non-employee status (vendor, contracted service provider, etc.) .
189. How does your system allow for multiple recruiting/candidate selection/onboarding workflows to be supported, based on the type of "candidate" being courted? Explain mechanism used to accomplish.
190. Does your system allow the "candidate" to be routed to a different application, to complete the hiring process? Explain the mechanism(s) used to accomplish this.

Archive Restoration

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021 or not planned. All responses must include elaboration, examples, and/or evidence.)

191. Does your HCMS allow backup and archival retrieval options at the system administrator level?
192. Does your HCMS allow one to create backups in batch using command-line or GUI interfaces?
193. Does your HCMS allow one to restore user artifacts if a formerly withdrawn applicant or staff member re-applies?
194. Are there backup time limitations when restoring a single section? For example, if a document or file is erroneously deleted could it be restored to a state no older than 24 hours?
195. Does your HCMS allow one to create archives in a locked/proprietary format?
196. Does your HCMS allow one to create archives in an open format?

Hierarchy

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

197. Can the HCMS leverage Organizational structures defined under Organizational Management in our SAP HCM application? Describe.
198. Does your HCMS allow one to turn on/off system settings at various levels in the hierarchy (i.e., piloting a tool for or prioritizing a certain school or position)?

Institutional Reporting Tools

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

199. Does your HCMS support assessments/assessment protocols?
200. Does your HCMS provide a range of reporting options?
201. Does the HCMS reporting allow drilling down to individual and program level activity?
202. How does your HCMS have standards mastery/micro-credentialing/ certification reporting functionality? Explain.
203. How does your HCMS support various report output (tab-delimited, CSV, PDF, etc.)? Explain.
204. Does your HCMS provide reports on user production statistics by user ID?
205. Does your HCMS provide online, real-time reporting and query capability?
206. Does your HCMS provide print preview capability, including information inside any text boxes of input fields?
207. Does your HCMS allow users to sort reports by any field within the report?
208. Does your HCMS send notifications to administrators and identified system users based on defined metrics or events?

(For all questions below, please indicate if the functionality is currently available, planned for release by October 2021, by December 2021, after December 2021, or not planned. All responses must include elaboration, examples, and/or evidence.)

209. Does your HCMS allow to store demographic information consistent with state data reporting requirements found at the following link: <http://www.fl DOE.org/accountability/data-sys/database-manuals-updates/2020-21-staff-info-system/index.stml>
210. Does your HCMS allow to store staff information including, but not limited to:
- 210.1. school assignment
 - 210.2. position type
 - 210.3. job classification
 - 210.4. degrees (including undergraduate majors)
 - 210.5. certification, including renewal data, subjects and expiration
 - 210.6. mentoring program activities
 - 210.7. leadership activities (How are these defined? Can these be user-defined?)
 - 210.8. performance history (How many years?)
 - 210.9. supervisory (formative) process, evaluation stages/elements and history
 - 210.10. compensation structure
 - 210.11. out of field waivers
 - 210.12. endorsement requirements
 - 210.13. Co-teaching requirements
 - 210.14. Clinical Supervision Qualified (Does this require special coding?)
211. Does your system send notifications to users triggered by an event in the system? Describe.

TEACHER CERTIFICATION

VISION:

The HCMS system interfaces with SAP HR and a local web application and displays teacher certifications and endorsements. It also maintains a separate database of certification requirements per course. The system provides alerts to school and District staff on teachers who do not have proper certification and generates “out of field” letters to parents and online notices on the parent portal. The system allows for dynamic report writing to allow for periodic and adhoc reports.

CHALLENGE:

FLDOE provides a file which is supposed to map certification and endorsement codes to course numbers. It is not an easy file to interpret or apply. Teacher certification codes are difficult to match, and many times endorsements and supplemental certifications are stale in the source system. The separation of district employee information with certification and PD information for non-district employees (Charter, Blended Learning, Outreach providers,) allows for the potential of dual accounts and IDs. This hampers the accurate reconciliation of banked credits.

212. Does your HCMS allow for dynamic reporting for periodic or adhoc reports, such as what teachers have specific certifications, or by expiration dates, or by position, etc.?
213. Does your HCMS allow for online applications for certificates and renewals, for both external and internal applicants?
214. Does your HCMS allow for the identification of teachers teaching out of field, based on teacher certification requirements as identified by the Florida Course Code Directory?

215. Does your HCMS allow for communication between main frame legacy teacher information, including Charter School data, and SAP Personnel Information?
216. Does your HCMS have the capability of identifying individuals with dual professional development records (under different employee numbers, for example) for better reconciliation of professional development training credits?
217. Does your HCMS allow for internal document/ forms workflows or routing? For example, waivers that need to be initiated by an employee, routed to Principal, routed to Regions, routed to District Certification Office?
218. Does your HCMS allow for teachers to be able to view their certification information, including PD training information on one screen? Can this be done through the employee portal? Can it be done through mobile devices?
219. How does your product integrate with the existing web applications for the input of teacher certification/endorsement codes at the district level?
220. Describe how your system integrates with the Florida Department of Education's course code directory and required certification, including the activation and deletion of courses.
221. Does your certification system allow for handling out-of-field criteria at multiple levels such as ESOL, Autism, Gifted, as opposed to just the course level?
222. Does your product have the ability to compare current teacher assignment to state/district teacher certification? Provide examples of how you have achieved this in the past.
223. How does your system handle the notification of out-of-field to teachers, administrators, etc.?
224. How does your product handle reporting of certification exceptions, such as "Out of Field" letters and summary reports for the district?
225. Can the system allow collection of supplemental teacher certification information directly along with supporting documentation (i.e., upload of PDF) and combine it with source data from the HR system?
226. Can the district leverage other certification data (i.e., technical certifications) and create its own exception processing when a teacher is teaching a course without the technical certification?

MODULE: PERFORMANCE MANAGEMENT/PERFORMANCE EVALUATION AND PROFESSIONAL GROWTH PLAN

227. Please describe the Performance Management/Performance Evaluations functionality of your system.
228. How does your system allow for different performance evaluation system standards, protocols, metrics, rubrics, and forms for different employee classifications? Multiple (up to 12) different performance management system designs are critical to the District, including, for example, classroom teacher; student services professional; instructional support professionals; school-site Managerial Exempt Professional administrators; non-school-site Managerial Exempt Professional administrators; and professional/technical staff.
229. The performance evaluation system must also allow for revision and iteration of both process and output. Describe how this is accomplished in your system.
230. How does your system accommodate individual professional development plans/ growth plans that must be available for development by individual employees at multiple points throughout the year as part of a regular performance management process and as part of a managed performance improvement process. What is required to redesign or change the growth plans elements as needed?
231. How does your performance evaluation system support/meet the requirements for educator evaluations defined in Florida statute?
232. Does your performance management system allow for document/portfolio/ artifact uploading and retrieval?
 - 232.1. What formats are supported?
 - 232.2. How are these archived and accessed and by whom?
233. How does your performance management system allow for role-based permissions/authorizations?
234. How does your system accommodate district-specific forms, templates, and document formats?

235. How does your system support internal communication/document transfer/signatures of evaluation documents by the assessor and the assessee?
236. How does your system support turning on/off documents and functions on specific dates?
 - 236.1. How are these permissions defined?
 - 236.2. How are override functions handled?
237. Will your system support uploading and retrieval of historical personnel evaluations?
 - 237.1. How many years of prior data can be supported?
 - 237.2. In what formats?
238. How will users be able to access their own historical data?
 - 238.1. Will they be able to view and print documents?
 - 238.2. Will they be able to retrieve and download electronic versions (i.e., PDF) formats?
239. How will administrators be able to access historical data of evaluations they have conducted?
 - 239.1. Will they be able to access/retrieve evaluations conducted by other administrators at their school site/work location? (Multiple administrators, such as assistant principals and the principals may need to access the documents)
 - 239.2. Will they be able to print documents?
 - 239.3. Will they be able to retrieve and download electronic versions (i.e., PDF) formats?
240. How does your system connect performance evaluations with recommendations for professional growth/development activities (a "learning loop")? Note: the District implements a number of different evaluation systems for different employee groups. Describe how your system "tags" by PD offerings by evaluation group and by evaluation system standard or metric.
241. How does your performance management/performance evaluation system allow for individual goal-setting/target-setting?
242. How does your performance management system capture data input from observations of instructional practice?
243. How does your performance management system support delivery of training and assessment of evaluators/assessors using a district resource library of exemplar documents, artifacts, and calibrated/master-scored videos of instructional practice?
 - 243.1. How are participant responses captured?
 - 243.2. How are they scored?
 - 243.3. How can changes to scoring rubrics or procedures be implemented as needed?
 - 243.4. What data/reporting functions are available in the system?
 - 243.5. How long are historical training assessment data retained?
244. Describe the reporting options/formats available in your performance management system. What export formats are available?
245. Does your performance management reporting system support ad hoc and custom reports such as by years of service, certifications, job assignment, school location, region, program or grant project participation, etc.? How is it searchable by users?
246. Does your performance management reporting system support allow for exporting of data into particular forms/formats designed locally by the district? How is it searchable by users?
247. How does your system provide for self-assessment and multiple self-reflection opportunities across a range of employee groups and between employees and supervisors?

LEARNING LOOP CONNECTING PERFORMANCE MANAGEMENT WITH PROFESSIONAL GROWTH/ PROFESSIONAL DEVELOPMENT

248. How does your HCMS allow storage and linkage of staff proficiencies by:
 - 248.1. school level (i.e., Pre-k, elementary, middle, high school)
 - 248.2. individual staff (i.e., instructional, leadership, support)
 - 248.3. job classification
 - 248.4. grade level
 - 248.5. subject area

- 248.6. group of staff (i.e., teams, lesson study groups, department)
 - 248.7. certification/licensure
 - 248.8. professional development program (defined by component)
 - 248.9. course description/course catalog
 - 248.10. benchmarks
 - 248.11. curriculum
 - 248.12. instructional materials and/or resources
 - 248.13. assessment strategies
 - 248.14. student needs
 - 248.15. Clinical Supervision Qualified
 - 248.16. micro-credentials
 - 248.17. sponsoring department
 - 248.18. participant demographics
 - 248.19. work location (school, region, or district, etc.)
 - 248.20. training location (online, blended, off site, district site)
 - 248.21. School classification designated by the user (e.g., Region, Title 1, High-need, TIER support level assignment, etc.)
249. Does your HCMS allow to categorize staff proficiencies according to skill, knowledge, behavioral characteristics (i.e., effective oral and/or written communication, strong interpersonal skills).
250. Does the application provide the ability to create and update professional development plans at multiple levels (e.g. district, program, and individual) including, but not limited to:
- 250.1. proficiencies required
 - 250.2. proficiencies mastered, including acquisition date
 - 250.3. provision of a linkage to identified areas of need based upon teacher evaluation/performance evaluation, student achievement data, school improvement plans, and/or district strategic priorities.
251. Does your HCMS allow to store and view information from professional development offerings taken by a participant including, but not limited to:
- 251.1. offering name
 - 251.2. offering dates
 - 251.3. offering description
 - 251.4. professional development provider
 - 251.5. delivery type
 - 251.6. course proficiencies provided
 - 251.7. course proficiencies obtained
 - 251.8. link to job/regulation certifications
 - 251.9. performance objectives
 - 251.10. flag if professional development offering taken for in-service and/or certificate renewal
 - 251.11. professional development credits/points earned
 - 251.11.1. internal and
 - 251.11.2. external to school district
 - 251.11.3. via manual entry of external records such as coursework or credentials earned out of state/country?
 - 251.11.4. via corrections/edits/amendments to previously finalized records
 - 251.12. alignment to individual professional development plan/growth plans
 - 251.13. program
252. Does your HCMS integrate with, connect to, or provide functionality that will allow users to allow to search, view, report, print, and export information on professional development offerings on a variety of parameters including, but not limited to:
- 252.1. Standards
 - 252.2. certificate categories

- 252.3. credit type
 - 252.4. employee classification
 - 252.5. key words
 - 252.6. grade level
 - 252.7. location
 - 252.8. proficiencies
 - 252.9. school
 - 252.10. school level
 - 252.11. school type
 - 252.12. student needs
 - 252.13. subject area
 - 252.14. date range
 - 252.15. endorsement courses
 - 252.16. Compliance courses
 - 252.17. Co-teaching Compliance
 - 252.18. Local and state performance standards and/or Florida Educator Accomplished Practices
 - 252.19. course availability (e.g. seats available)
 - 252.20. PD program type (e.g. new teacher program, endorsement program, grant program, etc.)
 - 252.21. Region
 - 252.22. School tier
 - 252.23. Course status
253. Does your HCMS have or support navigation and search options within professional development course catalogs and learning tracks to find and register for courses?
254. How does your HCMS identify and/or target PD offerings to selected employees based on supervisor input and/or performance evaluation processes? Note: the District implements a number of different evaluation systems for different employee groups. Describe how your system “tags” by PD offerings by evaluation group and by evaluation system standard or metric.
255. Can your HCMS be configured to deliver pre-assessments to allow learners to “test out” by demonstrating mastery of the material for a course?
256. Does your HCMS manage registration and enrollment not only by the individual but also by group and cohort?
257. How does your HCMS manage recurring training such that learners are auto-enrolled at the appropriate intervals?
258. Does the application provide for a hierarchy of access and permission levels for viewing, proposing, approving, registration, editing, creating, and cancelling professional development?
259. Does your HCMS allow administrators to easily override settings made for groups to account for particular training needs of individuals?
260. Does the application provide an ability to monitor and manage session attendance and results including, but not limited to
- 260.1. the ability to generate and print roster of all registered participants and print preformatted scannable sign-in sheets?
 - 260.2. add walk-in attendees
 - 260.3. submit session attendance online
 - 260.4. submit final assessment results
 - 260.5. assign mastery of proficiency levels
 - 260.6. submit seat time online
261. Does the application provide a maintenance and notification system to alert users to professional learning opportunities and support compliance with timelines for submission of but not limited to:
- 261.1. attendance records
 - 261.2. sign-in sheets
 - 261.3. awarding of grades/credit
 - 261.4. reminders (e.g. upcoming class, homework due, evaluation or assessment due)
 - 261.5. low enrollment numbers

- 261.6. pending cancellations or actual cancellations
- 261.7. status changes (e.g. date or location changes, grade change, registration status change)
- 261.8. conditional denial of credit alert to selectable participants (e.g. incomplete work or missing sign-in sheets)
- 261.9. electronic attendance capture
- 261.10. electronic attendance verification
- 262. Does the application provide an ability to track, search, and report on mandatory components of the training including, but not limited to:
 - 262.1. user participation
 - 262.2. completion of built-in assessments
 - 262.3. successful completion of the training
 - 262.4. follow-up activities
 - 262.5. school level (i.e., Pre-k, elementary, middle, high school)
 - 262.6. individual staff (i.e., instructional, leadership, support)
 - 262.7. job classification
 - 262.8. grade level
 - 262.9. subject area
 - 262.10. group of staff (i.e., teams, lesson study groups, department)
 - 262.11. certification/licensure
 - 262.12. professional development program (defined by component)
 - 262.13. course description/course catalog
 - 262.14. benchmarks
 - 262.15. curriculum
 - 262.16. instructional materials and/or resources
 - 262.17. assessment strategies
 - 262.18. student needs
 - 262.19. Clinical Supervision Qualified
 - 262.20. Micro-credentials
 - 262.21. Sponsoring department
 - 262.22. Participant demographics
 - 262.23. Work location (school, region, or district, etc)
 - 262.24. Training location (online, blended, off site, district site)
 - 262.25. Performance evaluation system linkages/tags
- 263. Does your application allow to create professional development evaluations including, but not limited to these response types:
 - 263.1. single line of text
 - 263.2. multiple lines of text
 - 263.3. multiple choice by drop down
 - 263.4. rating scale by drop down
 - 263.5. project rubric
 - 263.6. artifact or document uploads
 - 263.7. multi-stage and time specific
- 264. Does your application allow to create customized professional development activity assessments including, but not limited to these response types:
 - 264.1. single line of text
 - 264.2. multiple lines of text
 - 264.3. multiple choice by drop down
 - 264.4. rating scale by drop down
 - 264.5. project rubric
 - 264.6. artifact or document uploads
 - 264.7. multi-stage and time specific
 - 264.8. web-based or online
 - 264.9. embedded online rubrics

- 265. Does your HCMS route enrollment requests to and from appropriate parties with notification to others: administrators, instructors, participants, and stakeholders?
- 266. Does your HCMS allow guest (i.e., non-credit) access to courses?
- 267. Does your HCMS allow for a secure self-registration process for external users (who are not automatically registered by an employee)?
- 268. Does your HCMS external users (e.g., retirees, private sector employees, etc.) to search, register, and pay for professional learning offerings?
- 269. Does the application provide an ability to create and update pre-approved professional development locations with mapping options?
- 270. Does the application offer an ability to create an electronic catalog of state-compliant district components with the ability to maintain and update regularly?

PORTAL INTEGRATION (REQUIRED)

VISION:

Currently, the system provides an integrated portal for student and parents which also integrates with the district portals. User management is centralized through the District’s AD-based security assignments. A number of employee applications are also available through the portal. The portal is not only mobile-ready but designed with mobile in mind and can integrate with our Dadeschools app. Content can be imported and presented in the portal from outside sources easily. The portal is also used as a launching point for forms, with district staff able to create their own forms with approval workflows and collect data in-system.

CHALLENGE:

The District already has a robust portal that provides access to role specific functions for students, parents, and employees. Integrating content into the portal requires custom development. In addition, the platform used – SharePoint – is aging. One primary challenge is providing a seamless experience for other users All of our SSO’s depend on the portal. Yet, the attraction of using a third-party portal for applicant and employee information is evident. How to combine them is the main challenge.

270. Does your system provide a portal for access? Describe your portal and what information from within your system can be included, if applicable.

271. Describe how your portal is designed for mobile clients. What apps/devices/operating systems are supported?

272. How would third-party content be integrated into the portal?

273. How can departments and staff create their own content for portal distribution?

274. Describe how your system would handle creating and routing forms for applicant and/or employee input and collecting the data.

275. How would you consolidate forms filled out on paper with forms submitted online so that district staff and offices can ensure that one database contains all the data? How does your application support electronic-only forms for data collection, routing, electronic signature, and close-out/dispositions (e.g., hiring decision, termination, etc.)

276. Does your system capture usage on the portal and provide a dashboard or statistics? Is this real-time? If not, on what timeframe are data updated?

The agreement between the successful Proposer and the Board will be non-exclusive.

SECTION 4.3 - REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

The proposal submitted must clearly indicate the name of the responding firm, as well as the name, address and telephone number of the primary contact at proposer's organization. The Proposer shall demonstrate their experience in the information technology systems and services for Human Capital Management.

The Proposer must include the following information within the submitted proposal:

Executive Summary profiling of the service provider and/or agency submitting proposal;

1. The provider's/agency's experience in Human Capital Management Systems;
2. The names of the persons who will be authorized to perform services for the service provider/agency under this proposal, including their titles, copies of their curriculum vitae/resume, and applicable state licensures.
3. Location of the provider's office, and if an agency, provide the number of partners, managers, supervisors, and other professional staff.
4. A list of services the provider/agency has provided to other school systems and/or public entities.
5. Submit **Exhibit 6**, located within this ITN, for at least three (3) current customers that can be used by M-DCPS as a source of reference. **DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.**
6. Provide a brief description of the plan for provision of proposed services.
7. Proposal Pricing. Proposer must detail cost to perform the identified services, as noted in **Section 8**.
8. Any other information and/or additional service/incentive that can be used by M-DCPS in the proposal evaluation process.

SECTION 5 – MINIMUM QUALIFICATION REQUIREMENTS

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County’s Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. Be regularly engaged in the business of providing the services described in this ITN for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.		
d. Submission of all documentation/information stated in this ITN, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this ITN, as well as the required forms and exhibits, as stated in Section 10 of this ITN.		
e. If applicable, please indicate <u>in your proposal</u> the proposed dollar amount or percentage of work to be spent with identified certified subcontractor, along with the scope of work the subcontractor will provide related to this solicitation.		

SECTION 6 – SUBMISSION REQUIREMENTS

SECTION 6.1 – SUBMITTAL INSTRUCTIONS

The entire proposal packet must be submitted either: (1) electronically via the e-bidding platforms Periscope S2G (previously known as BidSync) or DemandStar, or (2) an unbound original proposal in a main sealed envelope or container (box), **along with an electronic submittal via Periscope S2G or DemandStar**. All proposals must be submitted on 8 1/2" X 11" paper, neatly typed, with normal margins and spacing.

Proposals must be received by the deadline for receipt of proposals specified in this ITN Timetable (Section 2).

For more information on how to submit an electronic proposal via Periscope S2G or DemandStar, please refer to the instructions set forth in **Exhibit 19**.

If submitting an unbound original proposal, proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments/exhibits and original signatures.**
- **One (1) electronic version via the e-bidding platforms Periscope S2G or DemandStar.**

The unbound original proposal must be submitted in a sealed envelope or container clearly labeled on the outside with the Proposer's name, address, telephone number, the ITN number, ITN title, and Proposal Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
School Board Administration Building
Procurement Management Services
Attn: Charisma Montfort, Asst. Procurement Officer
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 1 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 2**. Additionally, M-DCPS is closed on holidays observed by the District. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Proposer's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the District as constituting an offer by the Proposer to perform the required services at the stated prices.

SECTION 6.2 – RESPONSE FORMAT

This Section identifies the format to be followed in assembling a response. Proposers must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the Sections below. Proposers are instructed to indicate a response to ALL requirements and specifications contained in this Section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed, with normal margins, spacing and quantities as outlined in this ITN.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the ITN may result in deductions in the allocation of points by the Selection Committee.

All proposals must contain the following tabs/sections:

- 1) Cover Page
Exhibit 1 found in **Section 10** is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.
- 2) Table of Contents
The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- 3) Proposer Qualification Form
This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.
- 4) Minimum Qualification Requirements
Submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 5.
- 5) Executive Summary
Provide a brief summary of no more than two (2) pages describing the basic services offered, experience and qualifications of the Proposer, staff and any other relevant information.
- 6) Proposed Approach and Methodology
Provide a response to all of the items listed in **Section 4 and 7** of this ITN. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to ALL Requirements in the order listed in **Section 4.4 and 7.3** of this ITN using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.
- 7) Experience and Qualifications (including Corporate Past Performance and Key Personnel)
Provide a response regarding the Proposer's qualifications, including but not limited to the following: full name, address and brief description of Proposer's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITN, whereby resumes of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITN.
- 8) Price Proposal
Provide pricing on the Proposal Pricing Form, refer to Section 8
- 9) SBE/MBE Participation, if applicable
Provide documentation as described in Section 7.7
- 10) Required Forms & Exhibits

11) The Proposer must complete, sign and submit Exhibits 1 through 17 in **Section 10** as part of the Proposal. By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement, Exhibit 17 of this ITN.

SECTION 7 - EVALUATION/SELECTION PROCESS

SECTION 7.1 - COMPETITIVE ITN PROCESS

- (a) The selection process under this ITN shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at www.procurement.dadeschools.net.
- (b) Also see Section 3 of this document for additional information and provisions applicable to this competitive ITN process.
- (c) M-DCPS selected the ITN process as the best way to obtain the required combination of best value pricing and excellent services from companies with a proven track record.

Step 1: Solicitation and evaluation of written responses leading to the selection of one or more vendors with whom the M-DCPS will negotiate. Proposals will be evaluated by the Selection Committee to determine a short list of companies whose written responses best address M-DCPS's priorities. Failure to make the short list eliminates that firm from further consideration.

Step 2: Demonstrations of the proposed system solutions shall be conducted from those firms short-listed under Step 1 above.

Step 3: As the best interests of M-DCSP dictate, after the demonstrations have been conducted and follow up questions have been answered by the Vendors, the Selection Committee shall select (1) or more firms to enter into negotiations with the Negotiation Team.

Step 4: Negotiations with those firms selected under Step 3 above may include the further refining of exact specifications, terms and conditions and price structure. As the best interests of M-DCPS dictate, negotiations are conducted; the Team will engage and attempt to reach a contract with the Vendor(s) selected under Step 3 above. If the Team is able to reach a contract with one of these vendors, negotiations with the other vendors will not take place. If the Team elects to negotiate with two or more vendors concurrently; then at the end of the negotiation period, vendors with whom negotiations have progressed satisfactorily will be asked to submit a written Best and Final Offer to finalize all agreements reached during negotiations and to extend additional benefits to M-DCPS, if desired.

Step 5: Award of contract or evaluation of the Best and Final Offer(s), followed by a contract award. The negotiation process will end upon submission of the Best and Final Offers and vendors will not be allowed to make further adjustments to their offer or communicate further with M-DCPS except to respond to requests for clarification. The final decision will be based upon the initial written response, negotiation sessions, and best and final offers.

SECTION 7.2 - EVALUATION CRITERIA

The Selection Committee (hereinafter referred to as "Committee") will evaluate all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Selection Committee. Please note, the Selection Committee members will review all proposals, based upon the criteria listed below, and may determine to complete a consensus vote or rank proposals for additional evaluation, which may include oral presentations, individual proposal negotiations and/or product demonstrations.

All proposals accepted by M-DCPS, will be reviewed to determine eligible agencies that meet all submission requirements prescribed in the ITN. A Selection Committee composed of representatives from M-DCPS will evaluate and rate all proposals under consideration, applying the evaluation criteria prescribed below. M-DCPS may require a Proposer to make an oral presentation in support of a proposal.

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 listed. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Selection Committee in evaluating proposals 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 that will be awarded for each section are stated below. 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 the entire proposal.

The Selection Committee shall evaluate proposals received based on the following criteria and points:

CRITERIA FOR EVALUATION	AVAILABLE POINTS
Proposed Approach and Methodology	40
Experience and Qualifications (including corporate past performance and Key Personnel)	25
Overall Cost	20
SBE/MBE Participation	15
TOTAL POINTS	100

SECTION 7.3 - PROPOSER EVALUATION CRITERIA BREAKDOWN

a) Proposed Approach and Methodology - Possible Points: 40

- Proposer’s overall detailed approach and methodology to perform the services solicited herein. Understanding of the ITN scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with District staff, and Proposer’s intent to positively and innovatively work with the District in providing the services outlined in this ITN. **Possible Points: 30**
- Proposer’s capabilities and competency, including but not limited to:
Possible Points: 10

b) Experience and Qualifications - Possible Points: 25

- Proposer’s qualifications including, but not limited to: company history and description, number of years in business, size, number of employees, office location, licenses/certifications, credentials, capabilities and capacity to meet the District’s needs. **Possible Points: 10**
- Proposer’s relevant knowledge and experience in providing the services described in the Scope of Services to public sector agencies similar in size to the District. **Possible Points: 5**
- Qualifications and experience of all proposed key personnel. **Possible Points: 10**

c) Overall Cost - Possible Points: 20

- Proposed pricing as shown on the Proposal Pricing Form.

d) Small/Micro, Minority/Women-Owned, and Veteran Business Enterprise Programs - Possible Points: 15

- The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation. Refer to Section 7.7 for further information.

SECTION 7.4 - ORAL PRESENTATIONS

(a) Firms may be invited to individually make oral presentations of their proposal.

(b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations.

(c) The Selection Committee may request submission of refined responses in coordination with presentations, which may include but are not limited to: Software demonstrations, refining of exact specifications, terms and conditions expected, and a detailed price structure. Each Vendor will receive the same amount of time to present, though presentations may not all be on the same day. The Selection Committee will debrief after presentations are given to decide which Vendor(s) advances to the negotiation phase.

SECTION 7.5 - NEGOTIATIONS WITH PROPOSERS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, may conduct negotiations with:

- (i) the highest ranked Proposer when the Committee established a competitive range and has completed its final evaluation of proposals; or
- (ii) the highest ranked Proposer when the Committee determines not to establish a competitive range; or
- (iii) a sole Proposer when only one proposal is received,
- (iv) Or any proposal it sees fit

a) *Purposes of Negotiations.* Negotiations are held to:

- (i) promote understanding of the District's requirements and the Proposers' proposals; and
- (ii) facilitate arriving at a contract that will be most advantageous to the District, taking into consideration price and the other evaluation factors set forth in the Invitation to Negotiates.
- (iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Exhibit 2) submitted with the proposal.
- (iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.

The Selection Committee reserves the right to enter into negotiations with proposers concurrently prior to final recommendation.

SECTION 7.6 - AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (ITN Process) (**See Section 10 - Exhibit 2**) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this ITN process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (**Exhibit 2**). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this ITN process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

SECTION 7.7 - SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687>

All small/micro, minority/women and veteran certifications must be completed online using the following link:
<http://oeo.dadeschools.net/certification.asp>

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at:

<https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602>

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at:
<http://miamidadeschools.diversitycompliance.com>. Please contact the Office of Economic Opportunity at 305

995-1307 or via email at OEO@dadeschools.net for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

SECTION 8 – PROPOSAL PRICING
(Signature required at the end of this Section)

Proposer must complete this Section in its entirety and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this ITN.

8.1 Proposer must provide an itemized Budget Expenditure Worksheet, which captures requirements in Section 4.0, Scope of Services.

The fees quoted are to include all implementation, travel and living expenses for the solution proposed. The Total Fees proposed will be firm and fixed for the life of the contract.

Additionally, Proposer should itemize and detail all chargeable fees to perform all elements of this RFP identified in **Section 4**, Scope of Services.

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by the District to procure any product in any volume.

8.2 **Please indicate which module(s) you are submitted proposals for:**

MODULE	
SYSTEM MODULE: (Required for all)	
MODULE: RECRUITMENT/EMPLOYMENT PROCESS/CERTIFICATION	
MODULE: TEACHER CERTIFICATION	
MODULE: PERFORMANCE MANAGEMENT	
MODULE: PORTAL INTEGRATION (Required for all)	

Note: Proposers must respond to Core Criteria section regardless of module selection.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS PRICE PROPOSAL WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE PROPOSER NON-RESPONSIVE.

Signature of Proposer's Authorized Representative

Title

Printed Name:

Date:

SECTION 9 – INSURANCE REQUIREMENTS

In consideration of this Contract, if awarded, the Proposer agrees without reservation to the indemnification and insurance clauses contained in this ITN. These clauses are attached to and form a part of this ITN.

Proposers shall be required to provide, at the time of submittal of their proposal, evidence of insurance coverages and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$100,000 Each Accident
 \$500,000 Disease - Policy Limit
 \$100,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

 \$ 1,000,000 General Aggregate
 \$ 1,000,000 Products/Completed Operations Aggregate
 \$ 1,000,000 Personal and Advertising Injury
 \$ 1,000,000 Each Occurrence

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000

 Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability: If the contract requires professional services, the proposer shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover proposer or those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the contract including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate

Cyber Liability Insurance: If the contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the proposer and the Board, the proposer shall provide evidence of the following insurance. Proposer shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or

replacing data; Privacy liability losses connected to network security, privacy, and media liability “Insured versus insured” exclusion prohibited. The insurance provided by the proposer shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the proposer.

Failure to submit evidence of insurance, as outlined above, may cause the proposer to be considered non-responsive and ineligible for award.

In addition, upon award, the successful proposer shall provide a fully completed certificate of insurance signed by an authorized representative of the insurer providing the insurance coverages set forth hereinabove, and naming “The School Board of Miami-Dade County, Florida and its members, officers and employees” as an additional insured and certificate holder. Failure by the successful proposer to provide a fully completed certificate of insurance providing the insurance coverages outlined above, or to maintain such insurance coverages throughout the contractual period, including any extension periods, may cause the proposer to be in default, which may result in the termination of the award.

Neither approval nor failure to approve the insurance furnished by the proposer shall relieve the proposer of the proposer’s full responsibility to provide insurance as required herein.

The insurance provided by the proposer shall apply on a primary basis. Any insurance, or self- insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the proposer.

Compliance with these insurance requirements shall not limit the liability of the proposer. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the proposer) available to the Board under this contract or otherwise.

The proposer shall be responsible for assuring that the insurance remains in full force and effect for the duration of the contractual period, including any and all extension periods that may be granted to the proposer. The certificate of insurance shall contain the provision that the School Board be given no less than (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

SECTION 10 – FORMS AND EXHIBITS

- Exhibit 1 Cover Page for Proposal
- Exhibit 2 Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (ITN Process)
- Exhibit 3 Acknowledgment of Amendments
- Exhibit 4 Local Business Affidavit of Eligibility
- Exhibit 5 Florida Statutes on Public Entity Crimes
- Exhibit 6 Proposer Experience
- Exhibit 7 Anti-Collusion Statement
- Exhibit 8 Disclosure of Employment of Former School Board Employees/Conflict of Interest
- Exhibit 9 Proposal Submittal Receipt Form
- Exhibit 10 Submitted Proposal Document Verification Form
- Exhibit 11 Debarment
- Exhibit 12 Instructions for Certification
- Exhibit 13 Proposer's Preference
- Exhibit 14 Drug-Free Workplace
- Exhibit 15 Mailing Label
- Exhibit 16 Statement of No Response (If applicable)
- Exhibit 17 Proposed Contract Agreement
- Exhibit 18 Bid Opening Instructions
- Exhibit 19 Registration Instructions for Periscope S2G and DemandStar

**Exhibit 1
Cover Page for Proposal**

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(____) _____

FAX:

(____) _____

E-MAIL ADDRESS:

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION,

Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Exhibit 2
AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)
FOR SELECTION COMMITTEE PROCEEDINGS (ITN PROCESS)

Firm/Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____
 This ITN No.: ____19-065-VF _____

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations, including negotiations under this ITN process:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations, including negotiations before a Miami-Dade County Public Schools' evaluation, selection, technical review or similar committee or subcommittee under the above-referenced ITN process.

Furthermore, pursuant to School Board Policy **8150, LOBBYISTS**, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. The listed members of the presentation team shall not be required to pay any registration fees. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of an individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: <http://www2.dadeschools.net/schoolboard/rules/>

Additional authorized representatives for Oral Presentations including negotiations under this ITN process shall be recognized upon submission to the M-DCPS Buyer, prior to the oral presentation, a revised/updated fully executed Affidavit (this Exhibit 2).

Unless listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee, unless all applicable fees as a registered lobbyist have been paid.

Signature of Authorized Representative of Firm/Proposer: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by _____, a _____, who is personally
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

known to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) (Serial Number, if any)

Exhibit 3
ACKNOWLEDGEMENT OF AMENDMENTS

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 4



Miami-Dade County Public Schools
Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:	
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____	
BUSINESS NAME:	_____
CONTACT PERSON:	_____
ADDRESS: <i>(Include City State & Zip Code)</i>	_____
FEIN (Federal Employer Identification Number):	Length of Time at Address Provided: _____ Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____
PHONE:	() FAX: ()
E-MAIL ADDRESS:	_____
ATTESTATION - I understand that: <ul style="list-style-type: none"> • In accordance with School Board Policy <u>6320.05</u>; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its <input type="checkbox"/> headquarters, <input type="checkbox"/> manufacturing facility, or <input type="checkbox"/> locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Mark applicable box and attach support document(s). • To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal. • The preference does not apply to goods or services exempted by statute as reflected in Policy <u>6320</u>, or prohibited by Federal or State law, or other funding source restrictions. • The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. • The above information may be subject to verification. • A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy <u>6320.04</u>. 	

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

 SIGNATURE OF NOTARY PUBLIC
 THIS _____ DAY OF _____, 20____
 My Commission Expires: _____
 NOTARY SEAL

 PRINTED NAME OF AFFIANT

 SIGNATURE OF AFFIANT DATE

 TITLE

 COMPANY NAME

FM-7138 Rev. (03-13)

**Exhibit 5
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

The State of Florida has enacted a law that requires proposers or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All Proposers must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.

ITN or Contract No. _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business addresses of _____ (name of proposer or contractor) is _____.
2. My relationship to _____ (name of proposer or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 6
PROPOSER EXPERIENCE**

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub Proposer and the client.

Prime Proposer/Sub Proposer:

Client Name:

Address:

Client Contact name:

Title:

Phone number:

Email:

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Proposers role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

For Department Use Only:

PMS Staff Name/ Signature

Date

Exhibit 7
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications, and I certify that I am authorized to sign this proposal. I certify agreement with the School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Proposer does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer.

LEGAL NAME OF AGENCY OR

PROPOSER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION: _____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE: _____

Exhibit 8

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Proposers are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No Yes If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name: _____ •		
Name: _____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**EXHIBIT 9
PROPOSAL SUBMITTAL RECEIPT FORM**

All Proposers MUST adhere to the guidelines stated in Section 2. As such, all proposers will sign and acknowledge timely submittal of this ITN, as well as Procurement Management Services Staff. As stated in Section 6.1, please complete the following form and attach the form to the outside of your firm's proposal response.

ITN Name and Number:	
ITN Due Date:	
Proposer Name and Address:	
Proposer's Date and Time of Submission:	
Authorized Proposer's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Proposer's Submission:	

**EXHIBIT 10
SUBMITTED PROPOSAL DOCUMENT VERIFICATION FORM**

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal may cause the proposer to be considered non-responsive and ineligible for further consideration.

REQUIREMENT	YES	NO
<p>a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County’s Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Proposers with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the proposer not to be considered for award.</p>		
<p>b. Copy of current registration with the Florida Department of State, Division of Corporations to conduct business in the State of Florida or applicable home state.</p>		
<p>c. Be regularly engaged in the business of providing the services described in this ITN for a minimum of five (5) years. Three (3) client reference letters from organizations comparable in complexity and/or size to M-DCPS, preferably. This must be documented on Exhibit 6, Proposer Experience Form, whereby each Proposer uses one form per reference. DO NOT include work/services performed for M-DCPS or M-DCPS employees as reference.</p>		
<p>d. Submission of all documentation/information stated in this ITN, including, without limitation the documentation, information and/or plans stated in Sections 3, 4, 5, 6, 7, 8 and 9 of this ITN, as well as the required forms and exhibits, as stated in Section 10 of this ITN.</p>		
<p>e. If applicable, please indicate <u>in your proposal</u> the proposed dollar amount or percentage of work to be spent with identified certified subcontractor, along with the scope of work the subcontractor will provide related to this solicitation.</p>		

Exhibit 11 - DEBARMENT

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

MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD

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 THE NEXT PAGE)

(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.

Organization Name

Name(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

Exhibit 12- 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.

Exhibit 13 - PROPOSER'S PREFERENCE

LEGAL OPINION OF PROPOSER'S PREFERENCE

MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH THEIR PROPOSAL TO BE CONSIDERED FOR AWARD

VENDOR NAME:

Section 1: Attorney for an Out-of-State Proposer must complete and sign Section 1

Section 2: Florida Proposer must complete and sign Section 2 and have it notarized

NOTICE: The State of Florida provides a Proposer's preference for Proposers whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Proposers whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Proposer's Attorney on Bidding Preferences" form and must submit this form with submitted bid. Such opinion should permit MDCPS's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084.

Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

_____The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Miami-Dade County, Florida in the letting of public contracts

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address out-of-state Proposer's attorney: _____

Telephone number out-of-state Proposer's attorney: _____

E-Mail address out-of-state Proposer's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA PROPOSER ONLY

FLORIDA PROPOSER MUST COMPLETE AND SIGN THIS SECTION AND HAVE IT NOTARIZED

ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA PROPOSERS

(Must Select One)

_____The Proposer's principal place of business is in the political subdivision of Miami-Dade County, Florida.

_____The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME; the undersigned authority, in and for the State of Florida, personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT

TITLE

COMPANY NAME

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20_____

My Commission Expires: _____
NOTARY SEAL

Exhibit 14 - DRUG FREE WORKPLACE

VENDOR NAME:

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 Miami-Dade 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 shall 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 shall abide by the terms of the statement and shall 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. Shall 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: _____

Exhibit 15 - MAILING LABEL

PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

In addition to the below label, all proposers MUST attach Exhibit 9, Proposal Submittal Receipt Form to the outside of the proposal.

SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

Proposer's Name:
Proposer's Address:
Proposer's Telephone Number:

BID BOX

Miami-Dade County Public Schools

Procurement Management Services
Attn: Vanessa Flores
Procurement Director
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

ITN No. 19-065-VF

ITN Title: Comprehensive On-Site Healthcare Services for Students Attending Continuing Opportunities for a Purposeful Education (COPE) Center North

Proposal Due Date: _____, 2020 by 1:00 p.m. (local time)

Exhibit 16 - STATEMENT OF "NO RESPONSE"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" sheet and return, prior to the Bid Due Date established within to cmontfort@dadeschools.net or mail to:

The School Board of Miami-Dade County,
Florida, Procurement Management Services
1450 N.E. 2nd. Ave., Miami, Florida 33132

Attn: Charisma Montfort, Asst. Procurement Officer

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Email: _____

√	Reasons for "NO Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the Invitation to Negotiates.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

4. PAYMENT SCHEDULE

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ _____ upon completion of services
- _____ partial payments in the amount of \$ _____ after/before each _____
- Please see payment schedule hereto attached and incorporated into this Agreement.

5. CONFIDENTIALITY OF STUDENT RECORDS

Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

6. GOVERNING LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Contractor. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

8. DUTY TO DEFEND

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

9. ADA COMPLIANCE

Contractor agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Contractor agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Contractor further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Contractor's failure to comply with this requirement.

10. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

11. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

12. TERMINATION AND SUSPENSION

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

13. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

14. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594).

15. DEBARMENT

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

16. CLEAN AIR ACT

Contractors awarded contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387)..

17. DAVIS-BACON ACT LABOR STANDARDS

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

18. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

19. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

20. BYRD ANTI-LOBBYING

Contractors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

22. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

23. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

24. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

25. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, MWBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement.

Compliance, Monitoring and Reporting of Subcontractors - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided <http://miamidadeschools.diversitycompliance.com>. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

26. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miamidade-fi all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board within the last two (2) years. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____

27. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS
 Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No Yes If answer is yes please complete the following: Name of Director(s) or Officer(s)

Employee Name	Current Title with Firm	Name of MDCPS Committee, Task Force, Association Served

28. BACKGROUND SCREENING REQUIREMENTS
 In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue a photo identification badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

29. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

Contractor Address. The address for Contractor for all purposes under this agreement and for all Notices hereunder shall be:

Contractor: _____
Contact's Name/Title: Attention: _____
Address: _____

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Department: The School Board of Miami-Dade County, Florida
Department Director: Attention: _____
Address: _____

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

30. INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Contractor shall obtain and maintain without interruption the insurance as outlined below. The Contractor agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$ 100,000 Each Accident
 \$ 500,000 Disease - Policy Limit
 \$ 100,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
\$ 1,000,000 General Aggregate

\$ 1,000,000 Products/Completed Operations Aggregate
\$ 1,000,000 Personal and Advertising Injury
\$ 1,000,000 Each Occurrence

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage:

Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim/Annual Aggregate

If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance:

Cyber Liability Insurance

Contractor shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

31. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation. The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

EXHIBIT 18 – BID OPENING INSTRUCTIONS

ITN-20-067-CM
Human Capital Management System

BIDS DUE: Sealed bids will be received by The School Board of Miami-Dade County, Florida until **1:00 P.M. local time, on July 27, 2021 at the MDCPS School Administration Building located at 1450 NE 2nd Ave, Miami, FL 33132, in a main sealed envelope or container (box), and via the e-bidding platforms Periscope S2G or DemandStar.**

For submittal requirements or instructions, please refer to Section 6 of this ITN.

INSTRUCTIONS: Bidders can drop off their bids in the bid box at the 2nd Avenue entrance to the MDCPS School Board Administration Building. Bidders should place security badge on the outside of their bid submissions. A picture ID is required to enter the premises.

The bid opening will take place virtually at 2:00pm via zoom.

Tuesday, October 20, 2020 EST 2:00pm via Zoom
Meeting ID: 963 8325 8347
Passcode: 978824
One tap mobile
+16468769923,,96383258347# US (New York)
+13017158592,,96383258347# US (Germantown)

SPECIAL INSTRUCTIONS: Bidders are required to practice social distancing guidelines when visiting the MDCPS School Board Administration Building or any other MDCPS site.

- ❖ Bidders will not be allowed on site without a face mask.

- ❖ Bidders will not be allowed to comingle.

- ❖ Bidders must stay 6 feet apart from others.

- ❖ Please only have 1 representative from your firm drop off the bid.

Should you have any trouble locating the site please call (305) 995-4288.

Exhibit 19 –REGISTRATION INSTRUCTIONS

PERISCOPE S2G REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the Periscope S2G system (previously known as BidSync), you must complete the registration form. Once your application has been submitted, the activation process may take up to 24 hours.

1. Navigate to the Periscope S2G page by going to:
<https://prod.bidsync.com/miami-dade-county-public-schools>
2. Click on **Register For Free**.
3. On the **Account Information** page, fill in your **E-mail address**. The system will determine if this email address is already associated with an existing account.
4. Once your email address is confirmed as **not** already registered, enter in the rest of your user information.
5. Enter in demographic information and check the box indicating agreement and understanding to the Terms and Conditions of use.
6. An email is sent with a link to verify your email address and begin setting up your business profile.
7. If you need to have your account confirmed immediately, or if you need further assistance, please contact Periscope S2G Support at 800.990.9339

DEMANDSTAR REGISTRATION INSTRUCTIONS:

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to:
<https://www.demandstar.com/app/registration>.
2. On the **Get Started! Create your free DemandStar account** page, fill in your **E-mail address** and your **Company Name**.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type **Miami-Dade County Public Schools** and select it, click next.
5. Input your Company Contact Information and click Submit.

6. Input your Contact Information and click Submit.
7. An email will be sent for you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305