# REQUEST FOR PROPOSALS

# PROGRAM EVALUATION CONSULTANT SERVICES

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**PROPOSAL RETURN DATE**

**JULY 8, 2008**

**RFP NO. 090-HH10**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO. 090-HH10

PROGRAM EVALUATION CONSULTANT SERVICES

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) July 8, 2008, and may not be withdrawn for one hundred twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED THEIR 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.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER:_____

BY: SIGNATURE_____

BY: TYPED_____

TITLE: _____

## INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

### I. PREPARING OF PROPOSALS

A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.

B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

### II. SUBMITTING OF PROPOSALS

A. Number of Proposals:

A total of ten (10) copies, of the Proposal must be submitted as follows:

* The original proposal in a sealed envelope or box marked "Original."

** Nine (9) copies of the proposal in a separate sealed envelope or box marked "Copies."

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. (Local Time) July 8, 2008.

### III. CHANGE OR WITHDRAWAL OF PROPOSAL

A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to July 8, 2008. The agency or individual contractor's name and the proposal number should appear on the envelope.

B. AFTER PROPOSAL OPENING. After July 8, 2008, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

## IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website www.dadeschools.net

B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal written protests 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 if not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

## V. AWARDS

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

B. NOTIFICATION OF INTENDED ACTION. Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon Board action.

D. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by the School Board.

## VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

## VII. PUBLIC ENTITY CRIMES

**Section 287.133(2)(a) Florida Statute.** 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 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 for a period of 36 months from the date of being placed on the convicted vendor list.

## VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its 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.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board) or sub-grantee makes final payment.

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 vendor.

## IX. CONE OF SILENCE

BOARD RULE 6GX13-8C-1.212

DEFINITION**:**

A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; 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 School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means 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.

B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

1. Making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
2. Engaging in contract negotiations during any duly noticed public meeting;

3. Making a public presentation to the School Board during any duly noticed public meeting; or

4. Communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.

F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

## X. THE JESSICA LUNSFORD ACT BACKGROUNDSCREENING REQUIREMENTS

**In accordance with the requirements of Sections**, 1012.465, and 1012.32 and 1012.467,Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1021 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 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 rules 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 **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 rules.**

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 Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

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. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on 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 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 Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 within 48 hours of its occurrence. Contractor 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. 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 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 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 grounds for immediate termination of this Agreement by the Board.**

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 Board to terminate this Agreement immediately with no further responsibility to

make payment or perform any other duties under this Agreement.

**COMPLIANCE WITH SCHOOL CODE**

Contractor 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 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 Board.

## XI. 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 School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

## XII. PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

## XIII. MISSING DOCUMENTS

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within two business days. Incomplete or noncompliant proposals may be disqualified.

## XIV. TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Contractor, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables;. (B) The School Board shall pay to Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Contractor, pro-rated on a percentage completion basis based on Contractor's reconciliation of labor actually expended compared to labor originally estimated by Contractor in constructing its proposal.

## XV. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, 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.

Specific Authority: 1001.41(1) (2); 1001.42(22); 1001.43(10) F.S.
Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.
**History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**
New: 6-18-03

**Revised 03/08**

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

**(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or contractors, 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 |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

FM-3191 REV. (08-07)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**
**REQUEST FOR PROPOSALS NO. 090-HH10**

**PROGRAM EVALUATION**
**CONSULTANT SERVICES**

## I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools
Office of Program Evaluation
1500 Biscayne Blvd., Room 225
Miami, Florida 33132

## II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals (RFP) is to develop a pool of qualified consultants to be used by the Office of Program Evaluation of Miami-Dade County Public Schools (M-DCPS) to provide services described in this RFP. M-DCPS will contract for services from qualified consultants on an as needed basis during the term of the contract.

## III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Ten copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Eastern Standard Time) July 8, 2008, at:

The School Board of Miami Dade County, Florida
Bid Clerk, Division of Procurement Management Services
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or any other occurrence. The proposal must be submitted in a sealed envelope or box marked "PROGRAM EVALUATION CONSULTANT SERVICES"

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, for acceptance on or about August 4, 2008. If accepted, notification to the successful Proposer(s) will be on or about August 4, 2008. The Board reserves the right to accept or reject any and all proposals.

## IV. SCOPE OF SERVICES

M-DCPS is seeking to engage consultants to conduct needs assessments, develop evaluation plans and research design, collect data, analyze data, interpret results, and prepare recommendations and reports.

In order to develop a pool of qualified consultants, M-DCPS shall reserve the option of awarding contracts to multiple vendors. An award of this contract does not guarantee that the consultant will receive a request for the provisions of services.

As specific evaluation projects arise, consultants will be matched with projects that require their specific skills and research experience. Consultants identified, as having the necessary qualifications for a specific evaluation project will be contacted to determine their interest in conducting the evaluation. If interested, the consultant will submit an evaluation plan for review by the Office of Program Evaluation staff and program stakeholders. The evaluation plan will explicitly identify the purpose and design of the evaluation, the research questions to be addressed, the data collection methods to be used, and the project timeline that will be followed throughout the study. Upon unanimous agreement of the evaluation proposal by the Office of Program Evaluation staff and program stakeholders, a Consultant Agreement will be executed.

No work shall be performed as a result of this RFP until both the consultant(s) and the appropriate School Board staff for a specific research project sign a Consultant Agreement. The administrator approving the Consultant Agreement shall approve the daily compensation and shall be responsible for assuring that all services agreed upon in writing have been performed before approving payment to the consultant(s).

The Board reserves the right to select consultant(s) for each project who have the required expertise and who will serve the best interest of the District.

In the event that an agreement between the successful consultant(s) and the Board is deemed necessary for a specific project, the Board will begin negotiations with the consultant as related to terms, condition, price, etc. The School Board Attorney and Superintendent of Schools must approve any agreement resulting from these negotiations.

Failure to comply with Consultant Agreement terms and conditions may result in the Proposer being suspended from the pool of qualified consultants who provide services under this Requests For Proposals for a period of fourteen (14) months.

## V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

A. Proposer shall provide verification of graduate degree(s). Proposer or lead consultant shall possess, at a minimum, a Master's Degree, preferably a Doctorate Degree in educational research methods, psychology, research design, and statistics on program evaluation.

B. Proposer shall provide a copy of current curriculum vitae for each member of

the Proposer's team who will be involved in developing the research design, conducting statistical analysis, and preparing reports.

C. Proposer shall indicate the technical skills and research experience(s) Proposer's team members have in the following areas:

1. Literature search and acquisition of background materials.

2. Evaluation design and methodology including:
    a. Needs assessment.
    b. Development of an evaluation plan/design.
    c. Development of evaluation questions.

3. Appropriate sampling techniques for estimating population parameters and implementing designs where economy is a consideration.

4. Interviewing techniques, survey construction, use of focus groups, and classroom observations.

5. Instrument or test development, including evaluation of the psychometric properties of instruments.

6. Manipulation and analysis of large data sets.

7. Univariate and multivariate statistical techniques, including multi-level modeling.

8. Graphics and the development of presentation.

D. Proposer shall provide a statement of any litigation or regulatory action that has been filed against any team member in the last three (3) years. If an action has been filed, describe the litigation or regulatory actions filed, and identify the court or agency before which the action was instituted the applicable case on file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your team, provide a statement to that effect.

E. Proposer shall provide a list of clients, including contact person, telephone numbers, and mailing address, who have used the proposer's research of program evaluation services within the last five (5) years, **ATTACHMENT A**.

F. Many evaluation activities involve the transfer of large data sets comprised of thousands of records and multiple measures for each record. Proposer shall describe their software and hardware capabilities including, but not limited to, computer availability and processing capabilities, portable storage for data transfer, digital camera, and scanner availability; software for data organization and storage; database creation and data manipulation software for data analysis; and software for graphics and presentations.

G. Vendor Information Sheet, **ATTACHMENT B**.

H. Complete Affirmative Action Employment Breakdown Form (**Attachment C)**.

I. Complete and submit **Anti-Collusion Statement** including the signature of the authorized person empowered to submit this proposal (Page "ii" of this proposal).

## VI. TERM OF PROPOSAL

The term of the contract shall be for an initial three (3) year period, and may be mutual agreement between the School Board and the Awardee(s), be extended for one (1) additional three-year period, and if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may, if considering an extension, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

## VII. EVALUATION OF PROPOSALS

Representatives of the School District will evaluate proposals in order to ascertain which proposal best meets the needs of the District. The evaluation committee will consist of, but not be limited to, the following members:

Representative, Office of Program Evaluation

Representative, Office of Program Evaluation,

Representative, Assessment and Data Analysis

Representative, Grants Administration

Representative, Business Development and Assistance

Representative, Procurement Management Services (non-voting)

Evaluation consideration will include, but not be limited to, the following specific criteria:

- Proposer's ability to provide requisite items specified in the RFP;
- Proposer's expertise and experience with similar projects in similar environments;
- Ability to accommodate the volume of M-DCPS schools, students, courses, teachers, employees, etc. and work within M-DCPS environment and culture.

The School Board reserves the right to reject any or all proposals, to further negotiate any proposals, to waive any irregularities or informalities, to accept or

reject any items or combination of items, to request clarification of information submitted in any proposal, and to request additional information from any Proposer. When the final selection is made and approved by the School Board, a Consultant Agreement acceptable to the Attorney for the School Board will be entered into with the successful proposer. No debriefing or discussion will be held with unsuccessful Proposers.

## VIII. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

### Equal Employment Opportunity

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender, and occupational categories of its work force. (**ATTACHMENT C**)

### Minority/Women Business Enterprise (M/WBE) Participation

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

http://forms.dadeschools.net/webpdf/3920.pdf

## IX. GENERAL INSURANCE REQUIREMENTS

### Professional Liability

The successful vendors shall be required to have professional liability insurance in full force and affect upon award of contract and provide proof of coverage and limitations prior to beginning any projects.

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

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firm's insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the polices to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm's failure to perform the agreement terms.

## X. INDEMNIFICATION

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

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

## XI. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of this Request for Proposals is as follows:

Procurement Contract Review Committee .....May 15, 2008

Mailing of Request For Proposals.....June 23, 2008

Opening of Proposals ..... July 8, 2008

Evaluation of Proposals ..... July 15, 2008

Recommendation for Award August 4, 2008

## XII. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00pm (Local Time) June 30, 2008, via e-mail, to the individual listed below:

Division of Procurement Management Services
Ms. Barbara Jones, Director
1450 N. E. Second Avenue, Room 356
Miami, Florida 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

**"Reference Sheet"**
**RFP NO. 090-HH10**
**RESEARCH AND PROGRAM EVALUATION SERVICES**

**ATTACHMENT A**

Proposer: _____

Firm Representative: _____

_____
Street Address

_____
City State Zip Code

Email: _____

Phone: _____

Fax: _____

URL: _____

Years in Business: _____

| | License Number | Date |
|---|---|---|
| Occupational License Effective Date and Number: | | |

**Please list all clients who have used Proposer's research of program services within the last five (5) years. Please please list additional clients on a separate sheet of paper**

| Company | Contact | Address | Phone | Fax | Scope of services provided |
|---|---|---|---|---|---|
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ATTACHMENT B

**Vendor Information Sheet**
**RFP NO. 090-HH10**
**RESEARCH AND PROGRAM EVALUATION SERVICES**

**1A.** _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

**1B.** _____
Name of Firm, Individual(s), Partners or Corporation

_____
Street Address

_____
City State Zip Code

**2.** Telephone/Fax/Contact Person

_____
Telephone number

_____
Fax number

_____
Contact Person

_____
E-mail address

**3.** Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship,or joint venture, the full legal name and business address shall be provided for the chief **officer,** director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable**.

| Name | Title | Address | Gender | Race-ethnicity | Stock Ownership |
|---|---|---|---|---|---|
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**NOTE:** The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.
Vendor applications can be downloaded at: http://procurement.dadeschools.net

Miami-Dade County Public Schools
giving our students the world

# AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN

Attachment C

| Occupational Category | Gender | | Race/Ancestry | | | | |
|---|---|---|---|---|---|---|---|
| | Male | Female | Non-Hispanic White | Non-Hispanic Black | Hispanic | Asian | Am. Ind./ Alaska Native |
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