



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID**

SEALED BID NO: RFP-16-046-MT

TITLE: Title I Equitable Supplementary Educational Services (ESES) for Non-Public School Students and Subject to their selection by a participating non-public school.

DESCRIPTION: The purpose of this Invitation to Request for Proposal (RFP) is to select a third party contractor to deliver equitable supplementary educational services (ESES) in the areas of reading, mathematics, science or social studies to Title I students enrolled in non-public schools, as well as professional development and parental involvement activities in support of these students, their teachers, and families, for the Department of Title I Administration.

TERMS: Two year (Initial Term) with three (3), one (1) year options-to-renew, and if needed, ninety days beyond the expiration of the renewal periods.

RFP RELEASE DATE: Friday, February 17, 2017

PRE-PROPOSAL CONFERENCE DATE/TIME: Thursday, March 9, 2017 at 10 a.m. EST

PRE-PROPOSAL CONFERENCE LOCATION: Miami-Dade County Public Schools
School Board Administration Building,
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

DEADLINE FOR QUESTIONS: Thursday, March 9, 2017 at 5 p.m. EST

PROPOSAL DUE DATE/TIME: Thursday, March 23, 2017 at 2 p.m. EST

PUBLIC OPENING OF BIDS: Thursday, March 23, 2017 at 2 p.m. EST

BID OPENING LOCATION: Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

FOR INFORMATION CONTACT: Melody Thelwell, MPA
Chief Procurement Officer
Procurement Management Services
Phone: (305) 995-1434
FAX: (305) 995-2445
Email: mthelwell@dadeschools.net

Visit our website at procurement.dadeschools.net to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board-approved Procurement/Purchasing Regulations.

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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) "School Board Policy" means any and all policies of the adopted by the School Board and in effect at the time the RFP is published and as these said policies may be amended from time to time ("School Board Policy"). All Board Policies are incorporated into this Solicitation and into all Proposals submitted by a Proposer, by reference.
- 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 request for proposal.
- 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 2.0 of this RFP, as amended thereto.
- h) "Solicitation" means this Request For Proposals (RFP) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments.
- 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 2.0 and the terms and conditions of this Solicitation.

SECTION 1.0 - RFP OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools (M-DCPS") is the fourth largest school district in the United States, comprised of approximately 465 schools, 356,480 students and over 40,000 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.

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

VISION

We provide a world class education for every student. We are committed to provide educational excellence for all.

MISSION

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens. We provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

CORE VALUES

Excellence

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

Integrity

We build positive relationships through honesty, respect and compassion, which enhance the self-esteem, safety, and well-being of our students, families and staff.

Equity

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

Citizenship

We honor the diversity of our community by working as a team to ensure the educational success of all of our students and recognize that our obligations go beyond our professional responsibilities to promote democratic principles.

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.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

The purpose of this Invitation to Request for Proposal (RFP) is to select a third party contractor to deliver equitable supplementary educational services (ESES) in the areas of reading, mathematics, science or social studies to Title I students enrolled in non-public schools, as well as professional development and parental involvement activities in support of these students, their teachers, and families, for the Department of Title I Administration.

The selected bidders will be awarded a two (2) year agreement, with three (3) one (1) year options to renew, and if needed ninety (90) days beyond the expiration of the renewal periods at the District's sole discretion.

1.3 RFP TIMETABLE

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

RFP available for distribution:	Friday, February 17, 2017
Pre-Proposal Conference date, time and place:	Thursday, March 9, 2017, at 10 a.m. Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Thursday, March 9, 2017 No later than 5:00 p.m. (Local Time) Emailed to Procurement Analyst (See Section 1.4)
Deadline for receipt of Bids:	Thursday, March 23, 2017, at 2 p.m. No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	June 2017
Projected Contract start date:	October 2017

1.4 CONTACT PERSON

The contact person for this RFP is:

Name and Title: Melody Thelwell, MPA
Chief Procurement Officer, Procurement Management Services

Mailing Address: Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
1450 Northeast 2nd Avenue, Suite 650
Miami, Florida 33132

E-mail Address: mthelwell@dadeschools.net

Telephone: (305) 995-1434

Fax: Fax: (305) 995-2445

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this RFP until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this RFP is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the Bidder's submittal.

1.5 CONE OF SILENCE

As stated within School Board Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Proposals (RFP), Invitation To Bid (ITB), or other competitive solicitation between:

1. Any person who seeks an award there from, including a potential vendor or vendor's representative; and
2. Any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose 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.

A Cone of Silence shall be applicable to each ITB, 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 any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

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. All provisions of the above-referenced School Board Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, 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. 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 any 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 School Board policy may be accessed at: dadeschools.net/schoolboard/rules/

1.7 RFP AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Melody Thelwell, Chief Procurement Officer, at mthelwell@dadeschools.net. Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of two (2) years, with three (3) one (1) year options to renew, and if needed ninety (90) days beyond the expiration of the renewal periods at the sole discretion of the District. 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.

1.9 PROPOSAL SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **Eight (8) bound copies of the original proposal.**
- **Eight (8) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this RFP Timetable**. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Melody Thelwell, MPA
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 4 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 1.3**. Additionally, M-DCPS is closed on holidays observed by the District. Bidders 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 Bidder'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 Bidder, who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a proposal by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this RFP Timetable (see Section 1.3)**. **Attendance is highly recommended but not mandatory. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

1.11 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Procurement Analyst for this RFP, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the RFP Timetable (see **Section 1.3**). The request must contain the RFP number and title, Bidder's name, name of Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Procurement Analyst at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the Bidder's contact person, address, phone number, facsimile number, and RFP number and title. A copy of any written communication or email must be sent to the Clerk of the School Board as fully described in **Section 1.25**.

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 Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this RFP or in any written amendments to this RFP. Where there appears to be conflict between the RFP and any amendments, the last amendment issued shall prevail.

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

Bidders who obtain copies of this RFP 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 Bidder List for this particular RFP. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this RFP.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this RFP.

1.14 SMALL/MICRO BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE/MBE participation, as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small/Micro Business Enterprise (SBE/MBE) Certification Program, to increase contracting opportunities for SBEs and MBEs. Pursuant to School Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. **The Office of Economic Opportunity (OEO) must certify all SBE/MBEs, prior to contract award.** The application may be accessed through the following link:

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

Vendors certified as an SBE/MBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers with certifications from other

entities or agencies must contact the OEO for additional information. A current list of certified SBE/MBEs can be found online at <http://oed.dadeschools.net> or by contacting the Office of Economic Opportunity at (305) 995-1307.

1.15 LOCAL PREFERENCE

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 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or 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. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. 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 School Board Policy **6320.04**.

PROCESS:

Invitation To Bids:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of their business license with their response.

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

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION

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 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.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder **MUST** submit Exhibit 9, Proposal Submittal Receipt Form, which provides documentation of the submittal date and time.

1.18 RFP POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

1.19 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this RFP and these legal requirements, the legal requirements shall prevail.

(a) Bidder must complete, sign as required and submit the following documents at the time of RFP submission due date. Also see **Section 4.1**.

- Exhibit 1 Cover Page for Proposal
- Exhibit 2 Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP 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
- Exhibit 9 List of Projected Participating Non-Public Schools
- Exhibit 10 Proposal Bid Submittal Receipt Form

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 5) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.23 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this RFP.

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

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 procurement.dadeschools.net

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.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6320. 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.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Bidder 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 Policies 6320 and 0133.

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 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Dllopiz@dadeschools.net
celiarubio@dadeschools.net

1.25 NOTICE OF AWARDS

The Board reserves the right to reject any and 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.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Bidder 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. Bidders who are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

1.27 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.

1.28 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts 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 vendor certifies, by signing the proposal, that the vendor 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.

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 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 Board, 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.

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 services contracts using federal funds.

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

The contractor 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 in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.” The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.29 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 Bidder agrees that, if Bidder receives remuneration for services, Bidder 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, Florida.

Additionally, Bidder 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 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. Bidder will not be charged for this search. Further, upon obtaining clearance by the Board, if the Board deems necessary, the 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.

Bidder 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. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder 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 Bidder/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. Bidder 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. Bidder 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. Bidder 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 Bidder 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 Bidder 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.

1.30 COMPLIANCE WITH SCHOOL CODE

Bidder 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 Bidder 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.

1.31 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 Policies 1129, 3129, 4129 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.

1.32 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 Bidder 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.

1.33 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Miami-Dade County Public Schools. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

1.34 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause upon a minimum thirty (30) days' notice to Bidder, 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 Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable

not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

1.35 DEBARMENT

Pursuant to School Board Policy 6320, 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.

1.36 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal 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.

1.37 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.

1.38 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 Bidder shall comply with all applicable provision 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).

1.39 INDEMNIFICATION

To the fullest extent permitted by law, the Vendor 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 Vendor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Vendor or other persons employed or utilized by the Vendor in the performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct or other persons employed or utilized by the Vendor 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 Vendor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Vendor 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 Vendor shall be required to furnish the

greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.40 DUTY TO DEFEND

Bidder 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 Bidder's performance under this Contract.

1.41 INSURANCE REQUIREMENTS

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- a) The company must be (1) authorized by subsisting certificates of the authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B"+ or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- b) With respect only Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor of The School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. 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 Vendor 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 shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33125

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Muriel Saenz at 305-995-7133.

1.42 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid 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 the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.43 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

1.44 TESTING AND PRODUCT EVALUATIONS (If applicable)

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded vendor must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: <http://materials.dadeschools.net>.

1.45 Intentionally Deleted

1.46 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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.

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 Commercial Anti-Discrimination, Diversity, and Inclusion. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

1.47 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.

The Remainder of this Page was left Intentionally Blank.

SECTION 2.0 - 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 RFP may result in deductions in the allocation of points by the Selection Committee.

2.1 GENERAL INFORMATION

M-DCPS is seeking to select a third-party contractor(s) that will provide Equitable Supplementary Educational Services (ESES). The District may, at its sole discretion, select a primary and alternate agency to provide required Equitable Supplementary Educational Services (ESES).

The selected Proposer (s) will be awarded a two (2) year agreement, with three (3) one-year options to renew, solely at the District's discretion.

2.2 PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to select a third-party contractor(s) to deliver Equitable Supplementary Educational Services (ESES) in the areas of language arts/reading, mathematics, science or social studies, to Title I eligible students enrolled in non-public schools, as well as professional development and parental involvement activities in support of these students, their teachers, and families. These services must comply with all federal and state program requirements and must take place during the school day (unless otherwise requested by the participating non-public school and approved by the District) throughout the school year. The provider(s) selected must be able to customize the instructional services, professional development and parental involvement activities to meet the needs of eligible students, their teachers and families, respectively.

2.3 DESCRIPTION OF PROGRAM

The Every Student Succeeds Act (ESSA) requires Local Educational Agencies (LEAs) to provide ESES to Title I eligible students that attend non-public schools, directly or through contracts with public and private agencies, organizations, and institutions.

As a result of meaningful consultation between representatives of Miami-Dade County Public Schools (M-DCPS), Title I Administration and representatives of participating non-public schools, it was mutually agreed that Title I ESES will be provided by a Third-Party Contractor responsible for providing a strong and effective instructional program that includes all personnel, equipment, materials, and supplies, as well as maximum professional development and parental involvement activities, necessary to deliver remedial basic skills instruction to K-12 students failing or at-risk of failing, as required under Title I regulations. These services are to be provided during the regular school day as a pull-out, small group (6 students) remedial tutorial delivery model, unless otherwise requested by the participating non-public school and approved by M-DCPS. Additionally, the program should allow periodic adjustments in the instructional program through ongoing feedback between the teachers, participating schools, M-DCPS, and the Third-Party Contractor.

Each non-public school's Title I allocation is determined each year based upon the M-DCPS Title I allocation formula and the number of eligible students at the non-public school. Services will be provided over the period of one school year from October 2017 through June 2018. The contract for these services may be renewed annually for up to three additional years, subject to funding availability and maintenance of Federal requirements, and satisfactory performance for preceding years.

It is the intent of M-DCPS to maximize the number of eligible non-public students to be served (approximately 5,500); however, based on the tentative budget for this program and the maximum per-pupil allocation for contracted equitable supplementary educational services for eligible students, prioritization of students to be served based on multiple educationally related criteria will most likely occur.

The names of the non-public schools projected to receive equitable supplementary educational services for their eligible students are based on the 2016-2017 School Year Title I list and are included in Exhibit 9.

2.4 SCOPE OF SERVICES REQUIREMENTS

The successful proposer shall perform the following services:

- A. Establish and direct the ESES for Title I eligible students at participating non-public schools, including but not limited to: ensuring appropriate staff credentials, a teacher/student ratio of no greater than 1:6 and with a grade span no greater than three (3) grades within each group; establishing program goals and objectives; conducting continuous services monitoring and program evaluation; conducting teacher consultation and supervision; providing professional development for teachers at the non-public school; and encouraging parental involvement.
- B. Provide a teacher(s) with appropriate credentials, including substitutes as needed, at each participating non-public school with the responsibility for planning, administering, and assessing a customized supplementary instructional program in language arts/reading, mathematics, science or social studies for Title I eligible students. Teachers hired by the provider cannot engage in team teaching or other cooperative instructional activities with non-public school personnel, and cannot introduce any religious matter into the instruction or become involved in the religious activities of the non-public school.
- C. Provide equipment, textbooks, and other instructional materials used in the supplementary instructional program that are current and appropriate for the instructional levels and academic needs of participating students. *Note: The School Board of Miami-Dade County, Florida, will hold title and ownership of all supplies, materials and equipment purchased with Title I funds, including but not limited to, those purchased in order to fulfill contractual obligations listed as part of this proposal and subsequent contractual agreement. An inventory of all supplies, materials and equipment purchased with Title I funds by the successful proposer shall be maintained at each non-public*

school and shall be available to M-DCPS upon request.

- D. Provide a description of proposed staff development sessions as part of a month-by-month calendar of activities that complies with Title I regulations. Specific training topics must be provided as part of the month-by-month calendar of activities.
- E. Provide parent training and parental involvement activities that unite families and schools; focus on family learning events; encourage parent-teacher conferences; provide discipline techniques; and show parents how to help their children with homework. Provide parental communications in English, Spanish, and Haitian Creole.
- F. Maintain thorough, efficient, and current records of program operations, including a data base system of student progress and attendance, as required by Title I regulations and M-DCPS. The teachers and contract representative(s) shall sign-in and sign-out at the school location where services are performed. The contractor shall notify the M-DCPS Contract Manager and school principal within an hour of occurrence of services performed later than the original scheduled time for services. The contractor shall obtain monthly sign-offs by the principal at the school location where services are performed of the instructional hours delivered and continuously monitor staff and services being provided.
- G. Provide the District with quarterly reports regarding: student participation and academic gains; parental involvement activities and trainings conducted; professional development activities conducted; and copies of semi-annual parent progress reports to the parents of each participating student. *Note: Further details of reporting requirements via the District's technological infrastructure and data management system being established by M-DCPS, will be part of the contractual agreement.*

2.5 TERMS OF CONTRACT

The School Board of Miami-Dade County, Florida, reserves the right to terminate any contract resulting from this proposal in the event that the service rendered does not comply with the provisions of the proposal and/or is not satisfactory and proper, as determined by the School Board, and/or if federal funding available for these services is reduced or eliminated as stated in Section 1.34

In the event that the ESSA, or its reauthorization act, is changed by congressional and/or judicial action to eliminate the LEA's requirement to provide ESES for eligible Title I students in non-public schools, the contract shall become null and void. In this event, the contractor will cease activities and receive no further compensation. However, the contractor will be compensated, pursuant to the Agreement for services rendered up to the effective date of cessation of requirement.

If an audit of activities covered under this contract results in adverse findings against M-DCPS as a result of errors on the part of the third-party contractor, the third-party contractor shall be responsible for full reimbursement to the District for any penalty, charge-back or fine assessed against M-DCPS within 30 days of the

adverse judgment against M-DCPS.

2.6 ALLOWABLE ITEMIZED COSTS

For the 2017-2018 school year, contracted ESES for Title I eligible students enrolled in non-public schools will be compensated as follows:

Services	Minimum Annual Requirement *	Per Pupil Compensation
Instructional	60 hours	\$600.00
Parental Involvement	8 hours (4 sessions)	\$15.00
Professional Development	10 hours	\$25.00
Administration (up to 10% of Compensation for Instructional Services)		\$60.00
TOTAL		\$700.00

****Proposer may provide additional hours of service on a voluntary basis upon mutual agreement with participating non-public schools.***

2.7 DEFINITION OF SERVICES:

1. Instruction – Costs the contractor incurs to provide teachers, including substitutes, and paraprofessionals (salaries and fringe benefits); and pre- and post-assessments, and instructional materials, curricula, including such items as books, computers and software for student use, workbooks, and supplies.
2. Parental Involvement – Costs the contractor incurs to provide parental involvement training and activities for parents of participating private school children.
3. Professional Development - Costs the contractor incurs to provide professional development training and activities to private school teachers of participating private school students.
4. Administration – Costs the contractor incurs to administer the program, including but not limited to salaries and fringe benefits for the Director, area supervisors, support staff, assistants, office rent and utilities, office equipment and supplies, postage and mailings, telephone, travel, special capital expenses, professional development for the Title I teachers and supervisors who are employees of the contractor, and the contractor's fee (profit).

Note: Any additional hours of ESES provided outside the minimum required hours will not be part of this agreement.

2.8 PAYMENT SCHEDULE

- A. M-DCPS will make three (3) payments to the third-party contractor for instructional services and administration costs. Each payment will represent the number of hours of instruction provided to each eligible

student, and properly documented in the quarterly invoice, along with the applicable administration cost.

- B. The first payment will be made upon acceptance of the program as being fully operational at all sites, all pertinent specifications have been met, and the release of funds to M-DCPS has been secured from the State Education Agency.
- C. Quarterly payments will be made approximately or after the following dates within the year(s) of the contract award period:
 - Payment #1 – March 15
 - Payment #2 – April 15
 - Payment #3 – June 30
- D. M-DCPS will make one (1) payment to the third-party contractor for Parental Involvement and Professional Development activities. Payments will be based on the actual cost of the activities carried out during the school year, not to exceed the maximum per pupil compensation allowed for these activities times the number of eligible students under contract. This payment will be made on or about June 30th of the contract award year.

2.9 REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

In no more than ten (10) pages, the Proposer must include the following information within the submitted proposal. Failure to meet any of the minimum requirements outlined below may deem your bid submittal non-responsive:

- A. Provide 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 bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.
- B. A copy of your Florida Department of State Division of Corporations. A copy of this registration is mandatory, in order to do business with the School Board of Miami Dade County. More information available at www.sunbiz.org.
- C. Proposer must provide documentation of three to five years' experience providing instructional services, professional development and parental involvement activities in non-public schools in Florida within the last five years.
- D. Proposer must supply the names, addresses and contact information of three (3) school districts in the state of Florida where they have delivered or are

delivering similar services, along with letters of recommendation from the non-public school directors in those districts as stated in Exhibit 6 of this RFP

- E. Proposer must have an established office in Miami-Dade County, Florida.
- F. Proposer must submit the names and resumes of the administrative staff that will oversee the project.
- G. Proposer must demonstrate knowledge of Title I guidelines related to non-public schools and the impact of the 1997 Agostini v. Felton ruling as part of their written proposal.
- H. Proposer must provide a detailed description of the customized instructional services (language arts/reading, mathematics, social studies or science) that will be delivered at each school site, including the frequency and duration of the services. Information addressing the areas of research-based instructional strategies, educational programs, and instructional materials must be included.
- I. Proposer shall provide proposed instructional delivery model to be followed, including:
 - o teacher/pupil ratio;
 - o teacher credentials/qualifications;
 - o maximum student capacity per school and overall;
 - o duration of each instructional session;
 - o total number of sessions per school year;
 - o progress assessment measures and application of data results; and
 - o supervision and services monitoring for quality assurance.
- J. Proposer must provide a description of proposed staff development sessions and specific training topics as part of a month-by-month calendar of activities that comply with Title I regulations.
- K. Proposer must provide a detailed description of proposed parental involvement and training activities as part of the month-by-month calendar.
- L. Proposer must provide a detailed description of the pre- and post-test measures that will be implemented to ascertain student annual academic gains.
- M. Proposer must provide a detailed description of how students' interim progress will be measured and reported to students' teachers and parents, at a minimum on a quarterly basis.
- N. Proposer must provide a detailed description of the technological infrastructure and data management systems currently in use by the proposer to maintain and provide data elements related to the required services.
- O. Proposer must provide an itemized program budget that reflects the cost of all services based on the approved maximum number of hours of compensation for instructional services, professional development, parental involvement, and administrative costs (Refer to Section VI; Allowable Itemized Costs).

SECTION 3.0 - PRICE PROPOSAL

[Signature is required at the end of this Section 3.0]

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 costs associated with the services being solicited in this RFP.

Provide itemized detail for each fee in the spreadsheet below. This overall amount will be totaled and used in a calculation to assign the allocable points to the Pricing Section of the response.

The fees quoted are to include all travel and living expenses for the solution proposed. The Total Fees proposed will be firm and fixed for the life of the contract, a period of two (2) years, with three (3) one-year contract extensions, solely the discretion of the District..

The proposer will need to submit a detailed list of services and the cost for each service.

Below are details to consider in proposing total fees for the itemized price proposal:

Proposer/Firm Name	Service	Hourly Fee/Cost Per Participant

The Proposer shall offer all of the elements of this RFP and meeting all service requirements and specifications listed within **Section 2.0 - Scope of Services**, including but not limited to all services, materials, training, maintenance and fees.

All chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as but not limited to travel, lodging and meals associated with delivery of the services contemplated by this RFP shall also be included in the total price.

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.

For this Section 3.1 - Price Proposal:

Signature of Proposer's Authorized Representative

Title

Printed Name:

Date:

SECTION 4.0 - PROPOSAL SUBMISSION AND 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 in 4.1 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 on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this RFP.

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 RFP may result in deductions in the allocation of points by the Selection Committee.

CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

Exhibit 1 found in Section 7 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) 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.

4) Technical Qualifications (Possible 25 Points)

Provide a response to all of the items listed in **Section 2.0** of this RFP. 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 2.0** of this RFP 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.

5) Qualifications of the Proposer including Corporate Past Performance & Key Personnel
(Possible 40 Points)

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 RFP, 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 RFP.

6) Price Proposal **(See Section 5.2; Possible 30 Points)**

The Price Proposal, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Small Business Enterprise/MBE participation (Possible 5 points)

As stated in Section 1.14 and Section 1.46 of the RFP, the District has a strong commitment to SBE/MBE participation. As such, all Proposers who have obtained the SBE certification and verified by the OEO office, may be eligible for 5 points. Evidence of SBE certification must be submitted with the Proposal.

8) Required Forms & Attachments

The Proposer must complete, sign and submit the following forms available in **Section 7.0** as part of the Proposal. If awarded a contract, the Proposer will be asked to submit a Proposer registration packet that will include all of the forms listed in **Section 7.0**.

- Exhibit 1 Cover Page for Proposal
- Exhibit 2 Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP 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
- Exhibit 9 List of Projected Participating Non-Public Schools
- Exhibit 10 Proposal Bid Submittal Receipt Form

9) Proposed Agreement (Sample Contract)

By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement proposed in **Section 6.0** of this RFP.

4.2. PROPOSAL PREPARATION REQUIREMENT

- (1) All RFP Proposers must submit one (1) unbound, one-sided original and eight (8) bound copies of the complete proposal, eight (8) electronic versions on CD or memory stick. **See Section 1.9.**
- (2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Proposer's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Proposers shall include their complete name, return address, and telephone number on the left upper side of mailing label. The RFP title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as specified below:

4.3 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 Procurement Analyst to properly handle the sealed container without revealing the contents until the proposals are opened.

SEALED PROPOSAL ENCLOSED (To be opened by the Contact Person noted below)	
Proposer's Name: Proposer's Address: Proposer's Telephone Number:	<u>BID BOX</u> Miami-Dade County Public Schools Procurement Management Services <u>Attn. Melody Thelwell, MPA</u> Chief Procurement Officer Procurement Management School Board Administration Building 1450 NE 2 nd Avenue, Suite 650 Miami, FL 33132
<u>Services</u>	
RFP No.: RFP-16-046-MT RFP Title: Title I Equitable Supplementary Educational Services (ESES) for Non-Public School Students and Subject to their Selection by a Participating Non-Public School. Proposal Due Date: Thursday, March 23, 2017 by 2 p.m. EST (local time)	

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE RFP PROCESS

- (a) The selection process under this RFP 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 1.0 of this document for additional information and provisions applicable to this competitive RFP process.

5.2 EVALUATION CRITERIA

The Selection Committee will evaluate and rank 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). A Proposer may receive all or a portion of this amount depending on the merit of the proposal absolutely and in relation to the competing proposals as determined by the Selection Committee.

The following criteria will be evaluated when ranking the proposals:

Criteria for Evaluation	Available Points
Technical Qualifications (See description at Section 2.0)	25
Price Considerations (See description at Section 3.0)	30
Proposer Qualifications including Corporate Past Performance & Key Personnel (See description at Section 4.0 # 5.)	40
Small Business Enterprise/MBE participation	5
Total Points	100

5.3 NEGOTIATIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSALS

The Selection Committee, a subcommittee thereof, or such other committee or qualified staff, all as determined and appointed by the Superintendent, may conduct negotiations with:

- (i) responsible Proposers determined to be in the competitive range;
- (ii) the highest ranked Proposer when the Selection Committee established a competitive range and has completed its final evaluation of proposals;
- (iii) the highest ranked Proposer when the Selection Committee determines not to establish a competitive range; or
- (iv) a sole Proposer when only one proposal is received.

- 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 Request for Proposals.
 - (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.
- b) *Best and Final Offers.* When in the best interest of the District, the Selection Committee may request, through the Buyer, the submission of best and final offers from all Proposers remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee; provided, however, the Selection Committee, through the Buyer, may make a written determination that it is in the District's best interest to conduct additional negotiations with more than one Proposer or change the District's requirements and require another submission of best and final offers which shall be evaluated by the Selection Committee.
- c) *Completion of Negotiations.* When the Selection Committee has established a competitive range, and when the Selection Committee has completed its final evaluation of proposals, with or without best and final offers, the Selection Committee may continue, and attempt to complete, negotiations with the highest ranked Proposer. The Selection Committee through the Buyer will make recommendation of award to the School Board or its committees.

5.4 PRICE

A completed price proposal under this RFP must be submitted by Proposers at the time of proposal submission with each proposal package. See **Section 3.0 – PRICE PROPOSAL**

5.5 ORAL PRESENTATIONS, NEGOTIATIONS AND PRODUCT DEMONSTRATIONS/SITE VISITS

- (a) The firms in the competitive range may be invited to individually make oral presentations of their proposal and participate in negotiations.
- (b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers in the competitive range, and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations. Product/service demonstrations and/or site visits may also be

requested, and scheduled, at any time by the Selection Committee, through the Procurement Analyst of firms remaining in the competitive range.

5.6 GOVERNMENT IN THE SUNSHINE LAW

All oral presentations, negotiations and product demonstrations under this RFP process shall be conducted openly in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.

5.7 AWARD

Contract award shall be made to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Section 5.2, above. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted through the Buyer to the School Board.

In this RFP Process, the award decision will be made by the School Board, whose decision shall be final.

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**SECTION 6.0 – SAMPLE AGREEMENT
TO BE EXECUTED WITH AWARDED PROPOSER
PURSUANT TO THE DISTRICT, IN ITS SOLE DISCRETION, SHOULD RE-SERVICE ITS RIGHT TO
INSERT ADDITIONAL PROVISIONS, AS NEEDED**

**Miami-Dade County Public Schools
Title I Administration
Supplemental Instructional Services (SIS) Contractual Agreement
Non-Public Schools
2016-2017**

This Contract is made and entered between The School Board of Miami-Dade County, Florida, (“School Board”) and _____ (“Contractor”) for the purpose of providing Supplemental Instructional Services (“SIS”) to eligible students attending an eligible private school. The Contractor’s name in this contract shall be exactly as it appears on the Articles of Incorporation for said entity.

In Consideration of the Sum of \$_____ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School Board and Contractor agree as follows:

The fact that this contract allows payment for services rendered not to exceed \$_____, it does not require the School Board to pay the \$_____, but to pay for only those services, which are purchased and rendered pursuant to this contract. As such, there is no assurance or guarantee that the School Board will purchase a certain volume of services under this contract.

I. School Board Responsibilities:

A. PARENT NOTIFICATION & CONSENT

The Contractor agrees to notify parents of eligible students and obtain consent for participation in the Miami-Dade County Public Schools (MDCPS) Title I, Non-Public School Program.

B. ASSIST PARENTS

1. The School Board agrees to assist parents, if requested by them, in obtaining additional information regarding Third-Party Contractors that are available to serve their child(ren).

C. STUDENT CONTACT INFORMATION

Upon selection of the Contractor by the participating school and/or representative, the School Board agrees to notify the Contractor of the student’s name, school, address and telephone on record, and allow the Contractor to initiate contact with the student’s parents for the exclusive purpose of providing Supplemental Instructional Services (SIS) for the current school year.

D. CONTRACTOR COMPENSATION & FINANCIAL DESCRIPTION OF SERVICES

1. The School Board agrees to provide compensation to the Contractor upon receipt of a complete and correct invoice as described in **Section II.X** at the rates approved by the MDCPS.
2. The 2016-2017 MDCPS per pupil cost for instructional services to private school children shall be in the amount of \$_____. In no event, shall the total cost per year for any individual student exceed the maximum per pupil payout, or total hours delineated in in this contract.

Contractor will serve students at least once per week for a minimum of one (1) hour and shall be limited to no more than two (2) hours per day for no more than two subjects. No charge shall be submitted for dates and/or times that services were scheduled to be provided but were not provided, except in the case when a tutor has verified student's attendance and he/she is a no show when tutor arrives for service or for services to be determined by the District to be unsatisfactory.

3. Parental involvement and professional development activities will be paid separately per actual cost per activity.

Parental Involvement costs shall not exceed: _____

Professional Development costs shall not exceed: _____

4. Administrative Costs will be paid separately based on actual cost for administration.

Administrative Cost shall not exceed: _____

The total contract value will not exceed \$_____, of which \$_____ is apportioned for student tutoring/instructional services. Services must be based on the needs of participating students.

E. PAYMENTS

1. The School Board shall process payments to the Provider within forty-five (45) to sixty (60) business days of submission of complete and accurate invoices. All checks in compensation of Contractor's services shall bear Contractor's name exactly as it appears on the Contract. Invoices submitted more than sixty (60) calendar days after services are rendered are subject to non-payment.
2. No payment shall be authorized for services provided to any eligible student without a Tutoring Schedule and Monthly Progress Report that are up-to-date and accurately completed by the Contractor.
3. The School Board shall notify the Provider in writing if any modification to the date for final invoicing is established.

4. The School Board shall process requests to change remittance address after all outstanding invoices submitted to the Title I Administration office have been processed and paid. Contractors are required to complete and submit electronically the Request to Change Remittance Address Form to the Title I Administration office if their remittance address has changed. Requests to change remittance address will not be processed for invoices returned to the provider for corrections.
5. The School Board reserves the right to withhold payment if a review reveals that overcharges have been submitted by the Contractor. **Payment of an invoice shall not foreclose the School Board's right to recover erroneous, excessive, or illegal payments.**
6. Payment will be generated by the School Board's Accounts Payable Department pursuant to a request for payment via invoice within 45 days after completion of services, and upon written certification from participating schools that services have been rendered. Payment will be made in three (3) installments, the first of which shall be paid by the 15th day of March, 2017; with a second payment by the 17th day of April, 2017; a third payment and final payment being made after the completion of services, but no later than June 15, 2017. Payment will be made as indicated: three (3) partial payments in the amount of \$_____ per student (\$___ **Instructional** + \$___ **Administrative**) for a maximum of _____ students, for a total not to exceed _____ total contracted service hours.
7. Payment for parental involvement activities and professional development will be invoiced and paid separately based on the actual cost for providing these services as delineated in this contract.

Invoices submitted for compensation of services rendered must be clearly delineated with costs broken down and indicated by the following categories: 1) tutorial services; 2) professional development; 3) parental involvement; and 4) administrative

The fact that this contract allows payment for services rendered not to exceed \$_____, it does not require the School Board to pay the \$_____, but to pay for only those services, which are purchased and rendered pursuant to this contract. As such, there is no assurance or guarantee that the School Board will purchase a certain volume of services under this contract.

II. Contractor Responsibilities:

A. APPROVED STATUS

1. The Contractor certifies that it will provide services in accordance with the requirements of this contract submitted to MDCPS, and whose scope and sequence, along with pricing becomes part of this contract.
2. The Contractor certifies that it has a demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the state's academic content and student achievement standards.

3. The Contractor certifies that it is capable of providing SIS that are consistent with the instructional program of the School Board, the State, and individual private school(s) in both content and achievement standards.
4. The Contractor certifies that it will deliver tutorial services consistent with the information provided the District in this contract, including grades served and minimum students to be served at a location.
5. The Contractor certifies that it is financially sound and otherwise capable of fulfilling its requirements to the School Board, students and parents during the term of this Contract.
6. The Contractor certifies that it has been informed and is in agreement with the School Board having fiscal control and responsibility of all materials, equipment and property in private schools purchased with Title I funds.
7. The Contractor certifies that it has been informed and is in agreement that the School Board is the final authority regarding all fiscal and programmatic decisions regarding Title I program implementation and the services that will be used to meet the needs of the participating students.
8. The Contractor certifies that it has been informed and is in agreement that any employee, individual, association, agency, organization, or contract that provides services to private school(s) shall be independent of the private school or any religious organization and under the control and supervision of the School Board.
9. The Contractor certifies that it has been informed and is in agreement that all services and materials used for the non-public schools' Title I program must be secular, neutral and non-ideological.
10. The Contractor certifies that it has been informed and is in agreement with how student's progress will be measured and SIS program will be evaluated as a result of consultation between the School Board and private school representatives and as outlined in the School Board evaluation plan.

B. MINIMUM STUDENT REQUIREMENT PER SITE

1. The Contractor agrees to provide services to students from any school where at least 6 students have selected services from said Contractor and been assigned to same. Failure to deliver services to students from any school that has met the minimum number of students established above will constitute a default on the part of the Contractor.
2. The Contractor agrees to electronically notify the District on or before November 15, 2016, of its intent not to serve students assigned to their company from any school where the minimum number of students per site has not been met.

C. MAXIMUM STUDENT REQUIREMENT IN THE DISTRICT

The Contractor agrees to provide services to a maximum of _____ students in the District attending private schools, for a total not to exceed _____ total contracted service

hours. Failure to deliver services to all students assigned to the Contractor without documentation to the School Board will constitute a default on the part of the Contractor.

D. MEETINGS

The Contractor must attend any and all School Board mandatory meetings including; Contractor Orientation, Technical Assistance, End-of-Year, or any other meetings as may be required from time to time. The School Board will notify the Contractor of the meeting times and dates at least five (5) calendar days in advance of the scheduled meeting by the School Board. Failure to attend or participate in such meetings shall result in default.

E. MARKETING MATERIALS

1. The Contractor agrees that all marketing materials, including posted materials used by Contractors to promote SIS in Miami-Dade County, shall be translated into Spanish and Haitian-Creole and include a disclaimer specifying that, “Your child may qualify for free tutoring if he or she resides in the eligible attendance area of a public Title I school and attends a non-profit private school in Miami-Dade County and is identified as failing or at risk of failing using multiple educationally related criteria. If parental requests for free tutoring exceed the amount of funding available, the District will prioritize services. Neither the Florida Department of Education nor M-DCPS promotes or endorses any particular Supplemental Instructional Services Contractor.”
2. Any marketing materials found by the District on school board property, private school property, and/or at District sponsored events, that does not include the aforementioned disclaimer will be seized and disposed of by District personnel. Failure to comply with all marketing requirements will result in this Contract becoming null and void.

F. STUDENT ENROLLMENT

1. Only SIS eligible students may enroll in SIS. An **SIS Eligible Student is defined as a student who attends a non-profit private school and who would have attended a Title I funded public school based on their place of residence, and has been identified as failing, or at-risk of failing using multiple educationally related criteria on the MDCPS, Title I Nonpublic Schools, Referral for Services Form (Appendix A).**
2. Recruitment of students on behalf of any specific Contractor by School Board employees is strictly prohibited. School Board employees may only answer questions and provide factual information to parents regarding SIS for the purpose of assisting parents, as described in **Section I.B.**, to select the best and most appropriate option for the student’s specific needs. School Board employees shall not be offered incentives and bonuses for recruiting students for the Contractor.

G. INCENTIVES

The Contractor agrees to limit student incentives as follows:

- a. Must not exceed a total of fifty dollars (\$50.00) during the 2016-2017 school year per student for all incentives.

- b. Incentives must be earned by achievement and/or attendance.
- c. Contractor may not use/announce the availability of achievement and/or attendance incentives in its marketing efforts prior to student sign-up.
- d. Only students that have been assigned to a Contractor may be informed of achievement and/or attendance incentives.
- e. The Contractor shall not provide parent or school incentives.

H. PRE/POST ASSESSMENTS

- 1. The Contractor agrees that the School Board, in consultation with individual private school representatives, may determine the pre and post assessment for measuring learning gains of students enrolled in Supplemental Instructional Services for the 2016-2017 school year.
- 2. The Contractor also agrees to adhere to all district established timelines for the pre and post assessment of students.
- 3. The Contractor shall be responsible for the cost associated with the pre and post assessment of all students assigned to the Contractor by the School Board for the 2016-2017 school year, as stated in Section I.D.

I. TUTORING SCHEDULE

- 1. The Contractor agrees to maintain an up-to-date tutoring schedule for each assigned student, in order to ensure continuity of services, the safety of students, and the efficient monitoring of services and program implementation.
- 2. The Contractor agrees to communicate all changes in the student tutoring schedule to the parent, student's school, and MDCPS **prior** to implementing the new schedule.
- 3. The Contractor agrees to track and report students' attendance and implement interventions for students who are habitually absent.

J. STUDENT PROGRESS REPORT

- 1. The Contractor agrees to complete a Student Progress Report for each student served under the provisions of this contract. The Student Progress Report shall become a term of the contract, in order to ensure that parents are provided with information on the student's progress at least monthly in an understandable and uniform format. The Contractor further agrees to provide the parents with a copy of the Student Progress Report which has been completed by the Contractor. The School Board and the student's teachers may be provided with electronic reports unless written documentation is specifically requested. The Contractor's agrees to maintain a printed copy of each progress report generated for a student in the individual student's file.

2. The Contractor agrees to be responsible for providing translation services whenever practicable, in the event that a parent requires translation of the Student Progress Report. However, translation of the information contained in the Student Progress Report into Spanish and/or Haitian-Creole shall always be “practicable”. The Contractor further agrees to maintain written proof of such translations.

K. COMMENCEMENT OF TUTORING SERVICES

Contractor shall provide supplementary instructional services (SIS) in the areas of reading, writing, mathematics, science, and study skills to students eligible to receive Title I services that attend non-public schools.

Services to students for the 2016-2017 school year must commence as soon as practicably possible, but in no event later than November 15, 2016 (contingent upon Contractor receipt of the District-approved Service Grid (**Appendix B**) list at least twenty (20) calendar days prior to start date). Commencement of services is defined as the delivery of at least one unit of tutoring to the students assigned to the Contractor as of November 15, 2016. In the event that assigned students are not being served by November 15, 2016, those students may be reassigned to another SIS Contractor. Further, in the event that at least 100% of assigned students are not being served by November 15, 2016, the District may terminate the Contractor’s contract and reassign all students to other SIS Contractors.

L. TUTORING CONTENT

The Contractor agrees to ensure that:

1. The content and instruction provided as part of the SIS to be delivered shall be:
 - a. Research-based;
 - b. Specifically designed to increase the academic achievement of eligible students as measured under the state’s assessment system;
 - c. Sufficient to enable eligible students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards;
 - d. Consistent with the School Board and State curriculum content and instruction; and private school curriculum;
 - e. Aligned with School Board, State achievement standards where applicable, and private school agreed upon academic standards;
 - f. Secular and neutral with reference to matters of religious, political and social ideology; and
 - g. Consistent with federal and state law, Florida Administrative Code, and as specified by the terms of this Contract.

2. Tutoring sessions must be related to each student's needs. If the School Board determines that tutoring is not in conformity with the Contractor's District-approved scope and sequence of this contract, the tutoring session will not be paid by the School Board, and the Contractor must submit a written plan to the School Board to revise the tutoring sessions to bring them into compliance before tutoring may continue.

M. TUTORING LIMITS

1. The Contractor agrees to limit the maximum number of hours of tutoring per week to six (6) hours.
2. The Contractor shall not tutor more than two (2) hours per day Monday through Friday.
3. The Contractor shall not tutor more than four (4) hours on Saturday or Sunday, not to exceed six (6) hours for the week.
4. The School Board will not compensate the Contractor for any tutoring which occurs beyond the maximum number of hours of tutoring per week (6) hours. A week shall be considered Sunday through Saturday.

N. PARENTAL INVOLVEMENT AND PROFESSIONAL DEVELOPMENT

Provide parental involvement activities for parents of students attending nonpublic schools. Provide professional development activities to private school teachers of students participating in the Title I Nonpublic Schools Program as requested by individual schools.

O. FEDERAL/STATE/LOCAL LAWS

1. The Contractor agrees to comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations, including any requirements of the State Board of Education or as specified in the Florida Administrative Code, relating to the provision of SIS, all may be amended from time to time, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to and during the term of this Contract.
2. The Contractor agrees to ensure that the SIS are in compliance with federal/state laws and School Board Policies regarding health, safety, and civil rights including, but not limited to, the Americans with Disabilities Act (ADA), Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act.
3. The Contractor agrees to maintain all appropriate licenses that are required to provide SIS and inform the School Board immediately if any licenses are revoked or suspended.

P. STUDENT CONFIDENTIALITY

The Contractor understands and agrees that it shall comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records. The Contractor further agrees to maintain the confidentiality of all students receiving SIS and not disclose the identity of any student who is

eligible for or receiving SIS without the prior written permission of the student's parents/guardians, except as authorized by School Board personnel.

Q. CONTROL OF STUDENTS/STUDENT SAFETY

1. The Contractor, while providing services, agrees to be solely responsible for the control and safety of all students from the time the student arrives until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service.
2. The Contractor agrees to escort all students to the proper caregiver or approved means of transportation at the end of service.
3. The Contractor agrees to check the ID of the person picking up the student to make sure that it matches an individual allowed to care for that student if the person is unknown to the Contractor.
4. The Contractor further agrees that it shall not release the student to any individual other than the parent/guardian, unless the parent/guardian has authorized that individual, in writing, to take custody of the student.
5. The Contractor also agrees to keep student emergency contact information at hand while providing services to students.
6. The Contractor agrees to maintain a plan of action or provisions for substitutes, inclusive of tutors, instructional materials and supplies, in the event a tutor is absent.

R. QUALIFICATIONS OF TUTORS

1. The Contractor agrees to ensure and certify that all tutors meet the minimum qualifications for Title I paraprofessionals as established by The School Board of Miami-Dade County, Florida.
2. The Contractor is required to retain records of tutors' qualification for each tutor and such records shall be made available upon request.
3. The Contractor agrees and assures that all individuals employed by the Contractor will receive payment, in compliance with all applicable laws, for their completed duties regardless of timeliness of payment by the district to the Contractor.

S. BACKGROUND SCREENING

1. The Contractor agrees that as a condition of entering into this Contract, it will ensure that all staff members, including any administrative personnel who may have contact with students or visit school facilities while students are present, have undergone background checks with the Florida Department of Law Enforcement. The Contractor further agrees that any person representing their organization entering school grounds or having direct contact with students shall meet Level 2 screening requirements; as described in §1012.32 and 1012.465 Florida Statutes and School Board Policy 3121.01, attached herein as **Appendix C**.

2. The Contractor agrees to notify the District immediately upon becoming aware that one of its employees, who were previously cleared through the background screening process, is subsequently arrested or convicted of any disqualifying offense. Failure by the Contractor to notify the District of any 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.
3. The School Board reserves the right to prohibit any employee of the Contractor from having contact with students if the District has reason to believe that the safety or health of the students might be in jeopardy.

T. COMPLIANCE WITH CODE OF ETHICS/CONFLICT OF INTEREST

1. The Contractor agrees to act in accordance with the Code of Ethics for Public Officers and Employees and all School Board Policies regarding conflicts of interest. The Contractor shall not act in a manner that is an actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the School Board.
2. The Contractor agrees not to compensate school district employees by monetary payment, nor in-kind contributions, nor promise of future employment in exchange for access to facilities, (except as customary for facility utilization fees in accordance with Board Policies), to obtain student lists, unauthorized access to student or parent information and/or to obtain other similar benefits for their SIS program or for any improper or illegal purpose.

U. TRAINING LOG

1. The Contractor agrees to ensure that all staff members, including volunteers, have been trained, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. The Contractor agrees that all staff members will abide by such laws in a timely manner.
2. The Contractor agrees that all personnel will be trained in appropriate procedures for handling and reporting accidents or incidences when a student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
4. The Contractor agrees to ensure that each staff member has been trained in the administration of the Contractor's SIS program, its curriculum, pre and post assessments and student data reporting, District SIS procedures, and all State mandated trainings.
5. The Contractor agrees that all current employees have been provided with all appropriate tutoring materials and supplies necessary to implement the Contractor's SIS program. The Contractor also agrees to abide by these procedures when training new employees throughout the year.

V. ACCIDENT/INCIDENT REPORTING

1. The Contractor agrees to notify the School Board immediately (within one hour) of accident or incident when a student has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
2. The Contractor agrees to provide a written incident report within four (4) to six (6) hours of an accident or incident when a student has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
3. The Contractor agrees to report all accidents or incidents to appropriate authorities with a copy to the School Board when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under the Contractor's supervision. The Contractor agrees to submit a written summary report of the occurrence to the School Board within three (3) calendar days of original notification.
4. The Contractor agrees to notify the School Board immediately of any information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this Contract.

W. ACCESS TO RECORDS/FACILITIES/PERSONNEL

1. The Contractor agrees to provide the School Board and/or its representatives with access to all facilities and records as may be necessary for the School Board to monitor compliance with this Contract. The Contractor agrees to notify the School Board and provide the address of the location, and any change in location, along with all required permits, certificates of occupancy, or other approvals as may be required for the intended facility, in which it will provide SIS to eligible students at least ten (10) calendar days prior to the commencement of services. The Contractor agrees to provide access to the School Board representatives to its SIS facilities for periodic monitoring of each student's instructional program.
2. The Contractor agrees to maintain a file folder for each student which shall include, at a minimum, an up-to-date Tutoring Schedule, Student Progress Reports, attendance, work samples, emergency contact and release instructions. Each student file must be made available for review to the School Board upon request. The School Board's representatives must have access to observe each student at work during the SIS sessions, observe the instructional setting, interview the tutor and Contractor, and review each student's progress, including a behavior intervention plan, if any.

X. INVOICING

The Contractor agrees to submit to the District three monthly invoices (March; April; June, 2017) for services rendered. Monthly invoices submitted to the District shall adhere to the format of the M-DCPS Invoice Template (**Appendix D**). Invoices submitted for compensation of services rendered must be clearly delineated with costs broken down and

indicated by the following categories: 1) Instructional services; 2) professional development; 3) parental involvement; and 4) administrative costs.

Back-up documentation supporting invoice cost breakdown by category shall be submitted as follows: 1) Instructional services, can include names and salary (including fringes) of each teacher and instructional materials purchased (can include books, computers and software for student use, workbooks, supplies and other related instructional costs); 2) professional development (can include costs the contractor incurs to provide professional development activities to private school teachers of participating private school children); 3) parental involvement (can include costs the contractor incurs to provide parental involvement activities to parents of participating private school children); and 4) administrative (can include can costs the contractor incurs to administer the program, including but not limited to salaries and fringe benefits for the Director, assistants as needed, area supervisors, and support staff, office rent and utilities, office equipment and supplies, postage and mailings, telephone, travel, special capital expenses, and professional development for Title I teachers and supervisors who are employees of the contractor).

A Student Attendance Roster Form, attached herein as **Appendix E**, including the names of students served during the month at each school shall be submitted along with the monthly invoice. All student information provided in the Student Attendance Roster Form submitted for invoicing purposes, must be aligned and in accordance with the information reflected in all other student records maintained (e.g. Tutoring Schedules substantiating tutoring hours and number of students to be served and copies of Progress Reports.) The Contractor also agrees to submit a SIS End-of-Month (EOM) Report (**Appendix F**) of the number of hours of tutoring provided to each student. Any invoice submitted not following the prescribed format (MDCPS Invoice Template) and/or without the required and verifiable documentation shall be subject to non-payment. The Contractor will only paid for the sessions students attend (as verified by the student's initial and that the District is able to verify as needed). The Contractor shall indicate on the invoice the total number of billable hours for the month.

All supporting documentation must be submitted to verify the accuracy of the invoices. Invoicing must include and list separately, the description of the instructional services students received, tutor name, administrative costs, professional development costs and parent involvement costs.

In accordance with Section 443 of the General Education Provisions Act (GEPA), the District shall keep all necessary records which fully disclose the amount and disposition of the funds, the total costs of the activity for which the funds are used, as well as other records as will facilitate an effective financial or programmatic audit. In order for the District to meet this requirement, it shall require the Contractor to submit each invoice documentation that the requested invoices reflect services that were actually provided and the actual cost of the services. The District shall have authority under GEPA to require documentation to support requested expenditures.

2. (a) Late Invoices

Invoices submitted after the 15th of the month will be assessed a fee of \$60.00. For invoices submitted after the 20th of the month, a fee of \$20.00 per day for each calendar day after the 15th shall be assessed.

(b) Deficient Invoices

Incorrect or incomplete invoices shall be assessed an administrative fee of 1% of the total corrected invoiced amount and resubmitted to the District within five (5) business days; otherwise, the Contractor shall be assessed a fee of \$100.00 per day beyond the 5th business day. For all deficient invoices not submitted within ten (10) business days, the District shall deduct the appropriate fees delineated above and any other amount related to the unresolved discrepancy from the total invoiced amount. The invoice will then be submitted to Accounts Payable for payment.

(c) Adjustments/Fees

Adjustments and/or fees assessed shall not exceed the total invoiced amount.

3. Final invoices shall be submitted no later than June 15th of any calendar year, or as otherwise established by the District's Title I Administration office.
4. The District has the right to withhold payment if any program requirement is not met. The District is not obligated to and will not pay for unsatisfactory services, provided that the District shall give the third-party contractor at least ten (10) calendar days written notice of its dissatisfaction and offer the contractor the opportunity to improve. If the contractor improves its services to the District's satisfaction within that ten (10) day period, there shall be no interruption in payment. Indication of unsatisfactory services includes, but is not limited to:
 - a. Tutoring not specifically aligned with and focused on the student's identified need
 - b. Tutor is not fully engaged with student
 - c. Students are not fully engaged with learning activities
 - d. Student fails to make gains and the third party contractor fails to revise the curriculum needs of the student
 - e. Contractor's curriculum and/or assessments do not meet student's needs
 - f. Invoicing:
 1. Documents are incomplete or inaccurate
 2. Documents do not contain all required components

Y. RECORDED ATTENDANCE FOR STUDENTS

Recorded attendance cannot be submitted for increments of less than 30 minutes. Time reported between 30 minutes and 59 minutes shall be compensated as 30 minutes of service. The School Board shall not compensate the Contractor for a full hour of services when time is reported for less than 60 minutes.

Z. SCHOOL BOARD POLICIES

The Contractor agrees to follow all School Board Policies, regulations and guidelines associated with all aspects of SIS, as may be amended from time to time, including marketing to parents and students, recruitment and enrollment of students for the SIS program; and to work at the School Board's direction regarding the selection of those students that are to receive SIS from the Contractor in the event there are more students requesting SIS from the Contractor than can be accommodated.

AA. SUPPLIES/MATERIALS

The Contractor agrees to be solely responsible for the provision of all appropriate supplies, equipment, materials and facilities for each student as required in order to provide services listed under this contract. The School Board will hold title to all supplies, materials and equipment purchased with Title I funds, including but not limited to, those purchased in order to fulfill contractual obligations listed as part of this agreement.

BB. RECORDS

1. The Contractor agrees to maintain student records and provide the School Board access to these records. All SIS student records, including but not limited to attendance, assessments, and any other progress reports, shall be kept by the Contractor in a secure location which prohibits access by unauthorized individuals. The Contractor agrees to maintain an access log delineating date, time, agency, and identity of any individual accessing SIS student records. The Contractor shall not forward to any person, other than the parents/guardians, any student record without the written consent of the parents/guardian or the School Board.
2. The Contractor agrees to provide access to and copies of all SIS student records to the School Board upon the School Board's request. Upon completion or termination of a student's services, or termination of this Contract, the Contractor agrees to provide all SIS student records under its custody or control to the School Board.
3. The School Board shall have the right to inspect and audit the Contractor's facilities and records and to observe services being rendered.
4. The Contractor agrees to provide access to all records, reports, logs or other matters relating to this Contract for the current school year immediately upon request by the School Board. Fiscal records created pursuant to this Contract and records related to prior school years relating to SIS shall be maintained by the Contractor for five (5) years and shall be available for audit upon twenty-four (24) hours notice. In addition, the Contractor understands and agrees that it is subject to the provisions of Chapter 119, Florida Statutes.
5. The Contractor agrees to maintain daily records of student services provided, (i.e. portfolio) including the name/address of the student, the name of the Contractor's employee who rendered the service, and the amount of time of such service. Said records shall also be provided to M-DCPS along with the Tutoring Schedule for each student. Such records are subject to the inspection requirements delineated herein. The Contractor shall permit access to and/or a copy of such records to the School Board upon request.

6. The Contractor agrees to provide any such document(s) as may be required in order to satisfy any local, state, or federal audit requests and/or requirements.

CC. INDEMNIFICATION

1. The Contractor agrees to indemnify, hold harmless the School 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 Contractor's directors, officers employees, agents, subcontractors, or representatives, performance or non-performance of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the School Board; (b) any material breach of this agreement by the Contractor(s); (c) false or inaccurate representation or warranty made by or on behalf of the Contractor(s); and (d) any act or omission, negligence, or intentional acts of the Contractor(s) or any of the Contractor's directors officers, employees agents, subcontractors or other representatives.
1. The Contractor further agrees that it will not attempt to, purport to, or actually lend the full faith and credit of the School Board to any third person or entity.
2. If the Contractor is the State of Florida, or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Contractor shall furnish the School Board upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes.
3. The Contractor agrees, at its own expense, and upon written request by the School 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.

DD. INSURANCE

At all times during the Agreement Term, the Contractor(s) shall, at its sole cost and expense, procure and maintain in full force and effect, the insurance policies as described below. The Contractor(s) shall include the School Board and its members, officers and employees as "certificate holder" on all insurance policies. The insurance carriers must be duly authorized to do business in the State of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best's Rating Guide and acceptable to the Board, the following types of insurance:

1. Commercial General Liability Insurance

Except as otherwise provided, the commercial General Liability Insurance provided by the Contractor(s) shall conform to the requirements hereinafter set forth:

- a. The Contractor's insurance shall cover the Contractor(s) for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent Contractors, and liability Contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- b. The minimum limits to be maintained by the Contractor(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/annual aggregate.
- c. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self-insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence.
- d. The Contractor(s) shall include the School Board and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of Insurance shall be clearly marked to reflect "The School Board of Miami-Dade-County, Florida, its members, officers, employees and agents as additional insured."

2. Automobile Liability Insurance

The Automobile Liability Insurance shall conform to the following requirements:

- a. The Contractor's Automobile Liability insurance shall cover the Contractor(s) for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
- b. Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement.
- c. The minimum limits to be maintained by the Contractor(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/an annual aggregate.

3. Workers' Compensation/Employers' Liability

The Workers' Compensation/Employers' Liability insurance provided by the Contractor(s) shall conform to the following requirements:

- a. The Contractor's insurance shall cover the Contractor(s) (and to the extent its sub-Contractors and sub-subcontractors are not otherwise insured), for those sources of

liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

- b. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.
- c. In the event the Contractor is not required to provide Workers' Compensation Insurance, as outlined in Section 440, Florida Statutes, and chooses not to provide Workers' Compensation Insurance for its employees, the Contractor shall provide, on company letterhead, a letter indicating that the Contractor is not required to provide Workers' Compensation Insurance under Section 440, Florida Statutes and elects not to provide said coverage for any employees.

4. Professional Liability Insurance

- 1. The Professional Liability insurance provided by the Contractor(s) shall conform to the following requirements:
 - a. The Contractor's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
 - b. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
 - c. If on a claims-made basis, the Contractor shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
 - d. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.
- 2. By appropriate rider or endorsements to such policies, the Board shall be included as an additional insured under such policies, which endorsements or riders shall further provide that coverages there under shall be primary without right of contribution of any insurance carried by the Board. Prior to commencement of services hereunder, the Contractor shall provide to the Board's Office of Risk and Benefits Management, via the Title I Administration office, copies of the riders or endorsement described above.

3. 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) calendar days prior to any cancellation, termination, non-renewal, or modification to the Contractor's policy(ies) required under this agreement.
4. Prior to the execution of this agreement, the Contractor shall furnish to the Board's Office of Risk and Benefits Management, via the Title I Administration office, Certificates of Insurance evidencing that the Contractor's insurance coverage is consistent with the terms of the agreement. The Contractor shall also provide to the School Board, via the Title I Administration office, renewal or replacement Certificates of Insurance no less than (30) calendar days prior to cancellation, termination or modification. The Contractor shall be in material breach of this agreement if the Contractor 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 Contractor. Additionally, the Contractor shall be liable to the Board for any and all damages incurred due to the Contractor's failure to perform the agreement terms.

EE. ASSURANCES

The Contractor agrees to abide by all assurances and specifications provided to the School Board of Miami-Dade County, Florida and notify the School Board immediately if at any time the Contractor can no longer certify or meet these assurances, and comply with all requirements associated with the delivery of SIS.

FF. EQUAL OPPORTUNITY

The Contractor agrees that it will not discriminate on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis in employment or in the operation of its program(s).

GG. CORPORATE DOCUMENTS/PARTNERSHIP AGREEMENTS

1. The Contractor agrees to furnish to the District a copy of the most recent registration with The Florida Department of State showing evidence that the Contractor is legally qualified to do business in Florida. The document must be submitted at the time of Contract submission and within seven (7) calendar days of any change to such documents or qualifications, including but not limited to a change of name for the Contractor, and/or a change of any member of the Board of Directors, Trustees, Partners or other Principal of the Contractor Organization. Additionally, no owner or principal of any Contractor organization may be an active employee of the District.

HH. STATE OF EMERGENCY

The Contractor agrees to follow the District's direction as to the status of school openings in the event that a State of Emergency is declared in Miami-Dade County and the

Superintendent or other designated authority closes the public schools. In so much as the public schools remain closed to ensure the safety and security of M-DCPS students and the community, the Contractor will not engage in tutoring services unless such services are ordinarily provided on-line in the student's home.

II. ID BADGES

1. The Contractor agrees that all employees of the Contractor shall wear a photo ID badge which clearly displays the employee's name, current school year, the Contractor's name, and the employee's role, i.e. Tutor, Lead Tutor, Area Manager, etc., while that employee is on school grounds and/or engaged in activities on behalf of the Contractor, at any other location. The Contractor shall provide the District with a sample ID Badge for its records for the current school year.
2. In the event the District creates a uniform SIS ID Badge, the Contractor agrees to switch to the District's uniform badge for all employees. The Contractor further agrees that the District may charge a processing fee for each badge.
3. Failure of a Contractor employee to properly display a valid SIS ID Badge may require that the employee discontinue tutoring and leave the premises until such time as a current valid SIS ID Badge can be produced.

JJ. VENDOR APPLICATION

If not already on file with the School Board, the Contractor agrees to complete and submit to the Title I Administration office, the M-DCPS Vendor Application Form. Complete and correct Vendor Applications will be forwarded to the Procurement Management Services Department for processing. Each company's assigned vendor number will appear on their M-DCPS Title I SIS End of Month Report.

III. The Parties agree that:

A. TERM, RENEWAL, MODIFICATION AND AMENDMENT

1. The period of this Contract shall be July 1, 2016 through June 30, 2017, and shall become effective upon full execution of the Contract by both parties. No payment shall be authorized for services provided prior to the full execution of this Contract.
2. The final date to provide SIS tutorial services to any eligible student during the 2016-2017 school year shall be Thursday, June 15, 2017.
3. This Contract may be modified or amended during its initial term or any renewal term upon the approval of both parties, and such modifications shall be in writing and executed by the parties.

B. SOURCE OF FUNDS AND LIMITATIONS

Nothing in this Contract shall be construed to require the School Board to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to,

and available for expenditure under, Supplemental Instructional Services nor does this Contract create a multiple fiscal year obligation. Any financial commitment on the part of the School Board contained in this Contract is subject to annual appropriation by the School Board, federal and/or state governments, as applicable. The Parties agree that the School Board has no obligation to fund the financial obligations under this Contract other than for the then-current year of the Contract term and subject to the requirements of Supplemental Educational Services, or until the Contract is terminated, if terminated during the term of the Contract.

C. DISPUTE RESOLUTION

Disputes between the School Board and the Contractor concerning the interpretation of, requirements, or performance of this Contract shall be submitted in writing, delivered in person, or by certified mail, to Dr. Eduardo M. Barreiro, Executive Director, Title I Administration, at 1450 Northeast Second Avenue, Room 500, Miami, Florida 33132 for review. The District's decision shall be final and conclusive unless ten (10) business days from the date of receipt of its copy, the Contractor furnishes a written appeal of the decision to the Administrative Director, Department of Title I Administration. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the School District shall be binding upon the Contractor and the Contractor shall abide by the decision. The School Board reserves the right to take any actions it deems necessary during the dispute resolution process to protect the health, safety and welfare of the students.

D. SUBCONTRACT AND ASSIGNMENT

The Contractor agrees that it shall not subcontract or assign any of the work contemplated under this Contract.

E. DEFAULT

1. Failure on the part of the Contractor to comply with or fulfill any term, condition, or timeline as specified in this Contract will be sufficient to place the Contractor in Default of its obligations under this Contract. If the School Board determines that the Contractor is in Default as described above, the School Board shall notify the Contractor in writing immediately and shall have the right to withhold payment of outstanding invoices. The Contractor shall have seven (7) calendar days from receipt of Default Notification from the School Board to cure said default. If the default is not cured within seven (7) calendar days of School Board notification to the Contractor, the District may, at its sole discretion, terminate the Contract.
2. Failure on the part of the Contractor to submit a Corrective Action Plan required by the District within seven (7) calendar days of written notice will be sufficient to place the Contractor in Default of its obligations under this Contract.
3. If the Contract is terminated under this Default provision, the School Board shall only be liable for payment for services satisfactorily provided and properly invoiced in accordance with the requirements and time frames established in **Section II.X** of this agreement through the termination date, at the sole discretion of the School Board. If it is determined that the cause of the default will endanger the health, safety, or welfare of

students of Miami-Dade County Public Schools receiving SIS from the Contractor, then this Contract may be terminated immediately.

4. In addition, in the event of a default, which may include, but is not limited to non-performance and/or poor performance, the Contractor shall lose eligibility to transact new business with the School Board for a period of 14 months from date of termination of the Contract by the School Board. Contractors that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 0133.

F. TERMINATION

1. During the term of this Contract, the School Board shall retain the right to terminate this Contract with or without cause, provided that such termination shall comply with federal and state law, upon twenty (20) calendar days prior written notice, except under circumstances as identified in **Section III.E** of this Contract, which outlines the provisions for termination as a result of a default by the Contractor, or **Section II. E.**, which outlines marketing requirements or, **Section II.S.**, which outlines the requirements for Contractor employee background screening requirements. In the event of a termination for default, the seven (7) calendar day notice of default and subsequent seven (7) calendar day response period will be counted as part of the twenty (20) calendar day written notice.
2. Further, if the District must present the Contractor with more than one (1) Notice of Default, upon the second default notice, the District will notify the Contractor of its intent to terminate this Contract.
3. The Contractor may also elect to terminate this Contract upon twenty (20) calendar days written notice; however, in no event shall the Contractor's exercise of its right to terminate this Contract relieve the Contractor of its responsibilities to complete any existing services. Upon termination that is not occasioned by Contractor's default, the School Board shall pay, without duplication, for all services satisfactorily performed and properly invoiced in accordance with the requirements and time frames established in **Section II.X.** of this agreement, up to the date of termination. In consideration of this payment, the Contractor waives all rights to any further payment from School Board including, without limitation, any compensation for lost or unearned profits or costs and expenses incurred as result of the termination.
4. In the event of termination, the School Board shall reassign students remaining in need of services to another Contractor.

G. INDEPENDENT CONTRACTOR

1. This Contract is by and between two independent agents and is not intended to and shall not be construed to create an agent, servant, employee, partnership, joint venture, or association relationship between the parties hereto. The Contractor understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

2. The parties shall in no event be construed to be partners, joint ventures or associates of the other in the conduct of each party's business, nor shall the School Board be liable for the debts of the Contractor in the conduct of the Contractor's business. The Contractor and any person working for or on behalf of the Contractor shall at all times be regarded as, independent contractors, and in no manner shall be considered employees, servants, or agents of the School Board. The Contractor and any person working for or on behalf of the Contractor shall provide all necessary materials to effectively perform their duties. The Contractor agrees to comply with all applicable laws, including but not limited to state, federal and local tax laws; local and state laws concerning the licensing and operation of a business of the nature contemplated herein; local and state laws relating to health and safety; state and federal laws relating to nondiscrimination in employment; workers' compensation laws; and state and federal wage and hour laws.

H. APPLICABLE LAW

The Contractor agrees to be bound by any amendments to any state or federal laws referenced in this Contract or which impact the SIS described herein upon the effective date of such amendments.

I. NON-EXCLUSIVITY

This Contract does not grant to the Contractor any exclusive privileges or rights; the School Board may contract with other Contractors for the procurement of comparable services. The School Board makes no commitment to request from Contractor any minimum or maximum amount of services hereunder, except as otherwise set forth in this Contract.

J. SEVERABILITY

If any provision of this Contract is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.

K. GOVERNING LAW ATTORNEY'S FEES

The terms and conditions of this Contract shall be governed by the laws of the State of Florida with venue in Miami-Dade County, Florida. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only. Each party shall be responsible for its own attorney's fees, except as provided for under **Section II.CC** of this agreement.

L. ENTIRE AGREEMENT

1. This Contract represents the entire agreement between the parties. No other promises or agreements have been made other than those in the Contract. This Contract supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing.
2. The parties have incorporated into this Contract their entire understanding of the requirements under this agreement. Each party acknowledges that it has read this

Contract carefully, fully understands the meaning of the terms of this Contract, and is signing this Contract knowingly and voluntarily.

3. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment for the failure of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment of any rights or privileges established by this Contract shall be deemed to have been made by either party unless in writing and signed by the parties.
4. Upon submission of this Contract to the District, the Contractor shall provide the District with the required documents, inclusive of this Contract; **Appendixes A-G**; which constitutes the entire Agreement between the School Board and the Contractor. Failure to provide any of the documentation required under this Contract by the established deadline may result in default and termination as specified in **Sections III. E. and F.** of this Contract.

M. SURVIVAL

The parties acknowledge that any of the obligations in this Contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the parties under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

N. PROGRAM EVALUATION PLAN

Section 1120 of the No Child Left Behind Act of 2001(NCLB) mandates the for the evaluation of Supplemental Instructional Services of eligible non-public schools students at risk of academic failure being served by the Title I, Non-Public Schools component. After timely and meaningful consultation with individual private school representatives, the District, in collaboration with the M-DCPS, Office of Program Evaluation, has developed the 2016-2017 Title I Non-Public School Evaluation Plan (**Appendix G**).

This evaluation plan is designed to examine the implementation and impact of non-public school tutoring funded by Title I. The evaluation to be carried out by the M-DCPS Office of Program Evaluation and by the Title I program office, will examine the quality of services provided, the achievement gains of tutored students, and client satisfaction with services. The report of the evaluation, which will be made available to local and state stake-holders will describe the methods used for the evaluation and the results obtained. It will also provide recommendations for service improvement.

O. DEFINITIONS

1. **ADMINISTRATIVE COSTS** -Expense incurred in controlling and directing an organization. Salaries of senior executives and costs of general services fall under this heading. Administrative costs are related to the organization as a whole as opposed to expenses related to individual departments.

2. **INSTRUCTIONAL COSTS** - Funds earned by nonpublic students living in the Title I school zone. The amount earned is used for tutoring services provided directly to Title I approved eligible students.
3. **MONITORING/AUDIT** - Methods for keeping the Florida Department of Education (FDOE) informed regularly of all policy, monitoring, and compliance activities associated with the Title I, Part A grant.
4. **MONITORING PROCEDURES** – Continually or periodically assessing the progress of the Tutoring program and to ensure fidelity and assure that the program is serving the needs of the students. This is done through progress reporting and site visits.
5. **PARENTAL INVOLVEMENT** – Each school that receives Title I, Part A funds must develop jointly with, agree on with, and distribute to parents of participating children a written parent involvement policy that contains information required by section 1118(a)(2) of the Elementary and Secondary Education Act (ESEA).
6. **PROFESSIONAL DEVELOPMENT** - Includes support for teachers as they encounter the challenges that come with putting into practice their evolving understandings about the use of reading and math strategies to support student learning and growth in their professional skills and understanding in math and reading.
7. **SERVICE DELIVERY PLAN** - Specific tutoring services in the areas of reading and math to Title I approved students in grades K-12 to enhance student achievement

P. SERVICE TIMELINE

The District will notify Third-Party Contractor by July 1, 2016 of the amount of Title I funds available for all activities; instruction, professional development, parental involvement and administrative costs. Services will be scheduled during the 2016-2017 school year beginning the week of August 22, 2016 and ending the week of June 12, 2017. No tutoring or assessment services will be provided during the scheduled Thanksgiving week, winter break and spring break as identified in the District’s adopted calendar. Tutoring schedules may be modified to adapt to each individual nonpublic school’s calendar.

Q. MAINTAIN CONTROL

The District shall maintain control of all aspects of program administration by the third party contractor, including funds and ownership of all materials and equipment purchased.

R. PROCEDURE FOR TITLE I EQUIPMENT/MATERIALS

All equipment and materials purchased with Title I funds is the property of the District, not the contractor. Equipment will be labeled “MDCPS TITLE I”. At any time, the District may request to see physical equipment upon school visitation. **All equipment must be returned to the Title I office should the school no longer wish to participate or qualify for the Title I, Part A federal program.**

S. DISTRICT MONITORING

The District will conduct monthly unannounced visits. During visitation the District will use the “Title I – Third-Party Monitoring Form 2016-2017”. The District observer will observe the areas below and send a report to the third-party contractor and nonpublic Principal and Title I Contact, where tutoring service was observed.

1. Student identification
2. Lesson Plan
3. Student on task
4. Tutor monitors learning progress in a variety of appropriate ways
5. Tutor uses positive reinforcement to support learning process
6. Additional comments as necessary

T. SERVICE DELIVERY PLAN

Third-party service consists of tutoring and other supplemental academic enrichment services that are in addition to the instruction provided during the school day; utilize methodologies and materials that ensure the Title I program supplements and is coordinated with the regular classroom instruction based on regular communication with the nonpublic school in which the student is enrolled and provide one-on-one after school supplemental tutoring services for reading and/or math to include appropriate instructional materials, appropriate assessments, assessment materials, and progress reports to ensure private school participants will achieve the high levels called for under Florida State Standards. Tutoring materials must be high quality, research-based, and specifically designed to increase the academic achievement of eligible students and help students attain proficiency in meeting academic achievement standards of the State of Florida. Such services or other benefits, including materials and equipment, shall be secular, neutral and non-ideological. These services shall also be provided in a timely manner, in comparison to services and benefits provided for public school children.

1. ASSESSMENT

Conduct pre assessment and post assessment only for the subject or subjects for which a student has qualified for Title I services as identified by the District. *A pre - assessment will be given to each student at the initial tutoring session, before tutoring service can begin. A post assessment will be given during the last tutoring session. The scores will be compared for program effectiveness and student growth and sent to the District with the final invoice.*

2. INSTRUCTION

Improve recorded test scores of individual students as evidenced by objective data obtained by the pre assessment and post assessment.

4. PARENT INVOLVEMENT

Provide parents of nonpublic Title I approved students with parent involvement activities and strategies to enhance student achievement in reading and math services. At least two (2) workshops will be conducted yearly for parents of Title I approved students. Nonpublic schools and parents are given the opportunity for input of workshop topics. Documentation for this training shall include agendas, meeting minutes and handouts.

5. PROFESSIONAL DEVELOPMENT

Conduct Professional Development activities and strategies for non public teachers of Title I approved students to enhance student achievement in the areas of reading and math At least two (2) workshops will be conducted yearly for teachers of Title I approved students. Teachers are given an opportunity for input of workshop topics. Documentation for this training shall include agendas, meeting minutes and handouts.

U. NOTICES

Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to the Contractor: _____

As to the School Board: Superintendent of Schools
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Suite 912
Miami, Florida 33132

With a copy to: Assistant Superintendent, Title I Administration
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 500
Miami, Florida 33132

Signed and effective this _____ day of _____, 2016.

Contractor Authorized Representative:

I, THE UNDERSIGNED, CERTIFY that I am an officer of _____ (Contractor's name) and therefore authorized to act on behalf of the organization. I further certify that the organization will comply with all of the terms set forth herein. Failure to comply with the terms may result in termination of this Contract and the reassignment of students remaining in need of services to another Contractor.

By signing this contract, the Contractor also certifies that it:

- a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

- b) Has not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Is not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. (above) of this section; and
- d) Has not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

All complete and correct contractual documents must be submitted by the official deadline established by M-DCPS. Any incomplete or incorrect contractual document will not be considered for contractual agreement. Furthermore, contractual documents submitted by means other than those set forth in the M-DCPS Contract Packet, and/or contracts received after the deadline for submission, regardless of the cause or nature of the delay, will not be accepted or considered for contracting with M-DCPS for the 2016-2017 school year.

Name (Print)	Title	Signature

Name of Supplemental Instructional Service Contractor: _____

Tax Identification Number: _____

Additional Supplemental Instructional Service Contractor Authorized Representative(s):

Name (Print)	Title of Representative

The School Board of Miami-Dade County, Florida:

Alberto M. Carvalho	Superintendent of Schools	Signature
---------------------	---------------------------	-----------

Signed and effective this _____ day of _____, 2016.

Approved as to Form and Legal Sufficiency:

School Board Attorney

SECTION 7.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP 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
Exhibit 9	List of Projected Participating Non-Public Schools
Exhibit 10	Proposal Submittal Receipt Form

EXHIBIT 1

Cover Page For Proposal

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON:		
Name: _____ Title: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS _____
BIDDER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain) _____		
IF CORPORATION:		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT		

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

Firm/Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____
 This RFP No.: _____

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

For the sole purpose of said Oral Presentations including negotiations under this RFP process, the listed individuals shall not be required to pay any lobbyist registration fees.

Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to the oral presentation, to the M-DCPS Procurement Analyst of another fully executed affidavit (this Exhibit 2).

Unless he or she has been listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee on County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this RFP process, individuals who wish to address the School Board or a committee or subcommittee concerning any action, decision or recommendation of District personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist.

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
ACKNOWLEDGMENT 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 bidders 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 Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

All Bidders 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.

Bid 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 bidder or contractor) is _____.
2. My relationship to _____ (name of bidder 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 Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder 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 Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder 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 Bidder 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 Bidder and the client.

Prime Bidder:

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 Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

**Exhibit 7
ANTI-COLLUSION STATEMENT**

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER 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 BIDDERS 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 Bidder is registered as with the Florida Department of State Division of Corporations. 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 Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR

BIDDER 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://www.dadeschools.net/schoolboard/rules>, all bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder 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 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)

Bidders 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 dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders 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

List of Projected Participating Non-Public Schools

- ADVANCED ACHIEVERS ACADEMY
- ARCHBISHOP COLEMAN F. CARROLL HIGH
- ARCHBISHOP CURLEY/NOTRE DAME HIGH SCHOOL
- BELEN JESUIT PREPARATORY SCHOOL
- BETH JACOB HIGH SCHOOL INC.
- BETHEL ELEMENTARY SCHOOL OF SEVENTH-DAY ADV
- BLESSED TRINITY CATHOLIC SCHOOL
- CARE ELEMENTARY SCHOOL
- CARPE DIEM ACADEMIA INC.
- CHRISTOPHER COLUMBUS HIGH SCHOOL
- CITYGATE SCHOOL OF ADVANCED LEARNING
- CLARA MOHAMMED SCHOOL OF MIAMI FLORIDA
- CORAL PARK CHRISTIAN ACADEMY
- EPIPHANY SCHOOL
- ETTA MAE ANDERSON PRIVATE SCHOOL
- FAITH FELLOWSHIP SCHOOL
- FAITH LUTHERAN SCHOOL
- GLADEVIEW CHRISTIAN SCHOOL
- GOOD SHEPHERD SCHOOL
- GRACE ACADEMY INTERNATIONAL CENTRAL
- GRACE CHRISTIAN PREPARATORY
- GREATER MIAMI ACADEMY
- HAPPY KIDS PRIVATE SCHOOL
- HOLY CROSS LUTHERAN SCHOOL
- HOLY FAMILY CATHOLIC SCHOOL
- HOPE ACADEMY
- HOREB CHRISTIAN SCHOOL
- IMMACULATA-LA SALLE HIGH SCHOOL
- IMMACULATE CONCEPTION CATHOLIC SCHOOL
- JACOBSON SINAI ACADEMY
- KENDALL CHRISTIAN
- KESHER L.D.
- KIILYS KIDS INC.
- LANDOW YESHIVA CENTER
- LEHRMAN COMMUNITY DAY SCHOOL
- LINCOLN MARTI SCHOOL
- LINCOLN-MARTI COMMUNITY AGENCY 04
- LINCOLN-MARTI COMMUNITY AGENCY 10
- LINCOLN-MARTI COMMUNITY AGENCY 13
- LINCOLN-MARTI COMMUNITY AGENCY 17
- LINCOLN-MARTI COMMUNITY AGENCY 21
- LINCOLN-MARTI COMMUNITY AGENCY 23

- LINCOLN-MARTI COMMUNITY AGENCY 27
- LINCOLN-MARTI COMMUNITY AGENCY 27-8
- LINCOLN-MARTI COMMUNITY AGENCY 28
- LINCOLN-MARTI COMMUNITY AGENCY 30
- LINCOLN-MARTI COMMUNITY AGENCY 34
- LINCOLN-MARTI COMMUNITY AGENCY 35
- LINCOLN-MARTI COMMUNITY AGENCY 43
- LINCOLN-MARTI COMMUNITY AGENCY 56
- LINCOLN-MARTI COMMUNITY AGENCY 76
- LINCOLN-MARTI COMMUNITY AGENCY 77
- LINCOLN-MARTI COMMUNITY AGENCY 84
- LINCOLN-MARTI COMMUNITY AGENCY 90
- MARIAN CENTER SCHOOL AND SERVICES
- MIAMI SPRINGS SEVENTH-DAY ADVENTIST
- MIAMI UNION ACADEMY
- MONSIGNOR EDWARD PACE HIGH SCHOOL
- MOTHER OF CHRIST CATHOLIC SCHOOL
- MOTHER OF OUR REDEEMER CATHOLIC SCHOOL
- NEW JERUSALEM CHRISTIAN ACADEMY
- NORTH DADE CHRISTIAN SCHOOL
- NORTH DADE REGIONAL ACADEMY
- OUR LADY OF LOURDES ACADEMY
- OUR LADY OF LOURDES PARISH SCHOOL
- OUR LADY OF THE HOLY ROSARY-ST RICHARD CATH
- OUR LADY OF THE LAKES CATHOLIC SCHOOL
- PENTAB ACADEMY
- PETER PAN LEARNING CENTER INC
- REDLAND CHRISTIAN ACADEMY INC.
- S.T.A.R.S. AUTISM SCHOOL
- SAINT AGATHA SCHOOL
- SAINT AGNES ACADEMY
- SAINT BRENDAN ELEMENTARY SCHOOL
- SAINT BRENDAN HIGH SCHOOL
- SAINT HUGH
- SAINT JAMES CATHOLIC SCHOOL
- SAINT JOHN NEUMANN SCHOOL
- SAINT JOHN THE APOSTLE SCHOOL
- SAINT KEVIN CATHOLIC SCHOOL
- SAINT LAWRENCE SCHOOL
- SAINT MARYS CATHEDRAL
- SAINT MICHAEL THE ARCHANGEL
- SAINT PATRICK SCHOOL
- SAINT ROSE OF LIMA
- SAINT THERESA CATHOLIC SCHOOL
- SAINT THOMAS THE APOSTLE
- SAINTS PETER PAUL SCHOOL
- SCHECK HILLEL COMMUNITY SCHOOL INC.
- SHA'AREI BINA TORAH ACADEMY FOR GIRLS

- ST TIMOTHY CATHOLIC SCHOOL
- ST. LOUIS COVENANT SCHOOL
- SUNFLOWERS ACADEMY
- TEMPLE BETH AM DAY SCHOOL
- THE CHALLENGER SCHOOL
- THE CUSHMAN SCHOOL
- THE GLORY OF GOD CHRISTIAN SCHOOL
- TORAS EMES ACADEMY OF MIAMI
- Total
- UNITED CEREBRAL PALSY TRANSITIONAL LEARNING
- UNITED CEREBRAL PALSY-DIAMOND MINDS
- VILLA PREPATORY ACADEMY CORP
- WILLIAM A. KIRLEW JR. ACADEMY
- WINDSOR ACADEMY INC.
- WORSHIPERS' HOUSE OF PRAYER ACADEMY
- YESHIVA ELEMENTARY
- YIN YANG ACADEMY

**EXHIBIT 10
PROPOSAL SUBMITTAL RECEIPT FORM**

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package.

RFP Name and Number:	RFP16-046-MT, Title I Equitable Supplementary Educational Services (ESES) for Non-Public School Students and Subject to their selection by a participating non-public school.
RFP Due Date:	Thursday, March 23, 2017
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	