



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes ☒ No

Time

Open Agenda

☐ Yes ☒ No

ITEM No.:

E-4.

MEETING DATE

Jul 28 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

E. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

TITLE:

First Amendment to Agreement - 14-067E - Professional Development Management Software System and Services

REQUESTED ACTION:

Approve the First Amendment to Agreement for the above contract. Contract Term: May 6, 2014, through June 30, 2018, 4 Years, 1 Month; User Department: Office of Talent Development; Original Award Amount: \$1,377,000; Awarded Vendor(s): Frontline Technologies Group, LLC; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida, received six (6) proposals for 14-067E - Professional Development Management Software System and Services. This RFP provides a Professional Development Management Software System to manage, track, and outline professional development opportunities via a comprehensive single, sign-on system.

A copy of the RFP documents are available online at:

<http://www.broward.k12.fl.us/supply/agenda/14-067E-Professional-Devlpmt-Mgmt-Software-Sys.pdf>

See Supporting Docs for continuation of Summary Explanation and Background.

The First Amendment to Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) First Amendment to Agreement (3) Approved ARF 5-6-14 RSBM EE-3 (4) Original Agreement (5) Vendor Letter (6) Frontline W-9

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Kathryn Sullivan

Phone: 754-321-5009

Name: Ruby Crenshaw

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

Thursday, July 16, 2015 5:45:03 PM

Approved In Open
Board Meeting On:

By:

JUL 28 2015

Donna Fournier
School Board Chair

CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

The awardee provides a professional development management system that enables the District to provide professional development courses to its employees.

On May 1, 2015, Frontline Technologies Group, LLC, acquired My Learning Plan, Inc., through an asset purchase transaction; therefore, an amendment is being presented to make this change.

On June 16, 2015, Section 6.3 of the RFP, Insurance Requirements, was sent to the Risk Management department for review to determine if the requirements for insurance shall remain the same. Risk Management recommended amending Subsection 6.3.3, Professional Liability, which originally stated in the language that the "deductible shall not exceed \$25,000" for this particular insurance requirement. According to Risk Management, this statement shall be removed and all other insurance requirements for this proposal shall remain the same.

RFP Section 6.3, Insurance Requirements, was amended and incorporated in the First Amendment to Agreement to provide revised insurance requirements recommended by Risk Management.

**FIRST AMENDMENT
TO AGREEMENT**

28 ~~27~~ **THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this 24 day of July, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FRONTLINE TECHNOLOGIES GROUP, LLC

(hereinafter referred to as "VENDOR"),
whose principal place of business is
1400 Atwater Drive
Malvern, PA 19355-8701

WHEREAS, SBBC and My Learning Plan, Inc., entered into an Agreement dated May 6, 2014 (hereinafter referred to as "Agreement") under RFP 14-067E, Professional Development Management Software System and Services a copy of which is attached and incorporated herein as **Attachment A**; and

WHEREAS, VENDOR acquired My Learning Plan, Inc. effective May 1, 2015; and

WHEREAS, the Parties mutually desire to amend the Agreement to substitute VENDOR for My Learning Plan, Inc. in the Agreement; and

WHEREAS, the Parties mutually agree that it is the intention of the Parties that the VENDOR accept any and all liabilities under the Agreement from the inception of the Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The name of the VENDOR shall be substituted, by interlineation, for My Learning Plan, Inc. in the Agreement and VENDOR shall be responsible for all duties and responsibilities under the Agreement. Additionally, VENDOR agrees that such duties and responsibilities shall include, but is not be limited to any and all requirements under the Agreement, any and all liabilities of and damages caused by My Learning Plan, Inc. from the inception of the Agreement.

3. Section 2.06 of the Agreement is hereby amended, by interlineation, as follows to replace My Learning Plan Inc. and its address:

TO VENDOR: Frontline Technologies Group, LLC
1400 Atwater Drive
Malvern, PA 19355-8701

4. Section 2.02 of the Agreement is hereby amended as follows:

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

First: This First Amendment to Agreement, then,
Second: Agreement, then,
Third: Addendum No. 3, then,
Fourth: Addendum No. 2, then,
Fifth: Addendum No. 1, then,
Sixth: RFP 14-067E – Professional Development Management Software System and Services
Seventh: Proposal submitted in response to the RFP by My Learning Plan, Inc.

5. Section 6.3.3 of the RFP is hereby amended as follows:

Insurance Requirements

6.3.3 PROFESSIONAL LIABILITY: Limits not less than \$1,000,000 per occurrence covering services provided under this contract.

6. VENDOR is responsible to timely amend any and all documents required under the Agreement to substitute its name in the place of My Learning Plan, Inc. and timely submit same to SBBC.

7. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Robert W. Runcie, Superintendent of Schools

By


Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

Frontline Technologies Group, LLC

ATTEST:

By Jed A. Blom

_____, Secretary

-or-
Dawn Blom

Witness

Sarah L. Breyer

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

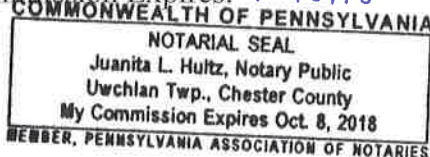
STATE OF Pennsylvania

COUNTY OF Chester

The foregoing instrument was acknowledged before me this 9th day of July, 2015 by Todd A Orlando of Frontline Technologies Group LLC, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires: 10/8/18



(SEAL)

Juanita L. Hultz
Signature – Notary Public

Juanita L. Hultz
Printed Name of Notary

#1076011
Notary's Commission No.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501



SUPPLY MANAGEMENT & LOGISTICS
MICHELLE BRYANT WILCOX,
PURCHASING AGENT

www.browardschools.com

SCHOOL BOARD

Chair PATRICIA GOOD
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ANN MURRAY
DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

February 4, 2014

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 14-067E Professional Development Management Software System and Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Professional Development Management Software System and Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail michelle.wilcox@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference will be held on February 12, 2014, beginning at 2:00 p.m. Eastern Time (ET), in the Supply Management & Logistics Department., 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 for all interested parties to discuss and answer questions concerning the terms, condition, specifications and solicitation process. Representatives from all interested companies must attend. All questions and answers will be included in an addendum.

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Supply Management & Logistics Department on the date and time stated in Section 3.0. In order to have your Proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment G, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail michelle.wilcox@browardschools.com. Your responses to the Statement of "No Response" are very important to the Supply Management & Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Purchasing Agent

REQUEST FOR PROPOSALS (RFP)

RFP 14-067E

Professional Development Management Software System and Services



RFP Release Date:	February 4, 2014
Mandatory Proposers' Conference:*	February 12, 2014, 2:00 p.m.
Written Questions Due:	On or Before 5:00 p.m. ET February 18, 2014 in Supply Management & Logistics Department
Proposals Due:*	On or Before 2:00 p.m. ET February 27, 2014 in Supply Management & Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management & Logistics Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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Attachment A

A1 - M/WBE Utilization Report

A2 - Employment Diversity Statistics

A3 - M/WBE Participation

Attachment B - Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

Attachment C – W-9 Form

Attachment D – Drug-Free Workplace

Attachment E – Sample Agreement

Attachment F – ACH Payment Agreement Form

Attachment G - Statement of “No Response”

Appendix A – Functional Requirements

Appendix B - Cost Proposal Sheet

REQUEST FOR PROPOSALS (RFP) 14-067E
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: February 4, 2014

TITLE: Professional Development Management Software System and Services

This Proposal must be submitted to the **Supply Management & Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**, on or before **2:00 p.m. ET February 21, 2014** and plainly marked **RFP 14-067E Professional Development Management Software System and Services**. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original hard-copy of Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents. One additional electronic PDF version and 10 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 14-067E), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLLFREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET E-MAIL ADDRESS: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (blue ink preferred on original)

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals from qualified vendors to provide a Professional Development Management Software System (PDMS) to manage, track and outline professional development opportunities via a comprehensive single sign-on system for searching, registration, documentation and compliance participation for approximately 50,000 internal (certified and non-certified) and external users. A system that is personalized and differentiated, provides professional development built on talent management, assesses the efficacy of teacher, administrator, and district-level professional development/training tied to student outcomes and includes multiple delivery models anchored in innovative technology. The District is interested in a solution that best meets the requirements specified in this RFP whether the solution is District hosted or a fully hosted web-based ASP Solution. The Proposer's solution must be fully developed, readily available, fully functional and invoiced no later than the last week of June, 2014.

The proposed system must meet all of the minimum requirements for Section 4.0 Facilitator Profile of the Local Instructional Improvement Systems (LIIS). Proposers will be asked to indicate the capabilities of the proposed system in comparison with District requirements as well as the LIIS. Proposers will need to indicate which features, if not currently offered, can be added to the current proposed system configurations that will allow for scalability over a multiple year period. Training should include all levels of user access, including but not limited to, end users, administrators, professional development providers and technical personnel.

It is the desire of SBBC to select a vendor that can meet or exceed the district's requirements as set forth in this bid. Proposals should be responsive to all requirements of this bid to the maximum extent possible. It will be to the Proposers' advantage to clearly identify any limitations or exceptions of the proposed system to the requirements of the bid. This bid and the response may be incorporated by reference into any final agreement.

SBBC is the sixth-largest public school district in the nation, the second largest in the state of Florida and the largest fully accredited K-12 and adult school district in the nation. For the 2013-2014 school years, SBBC serves the educational needs of a unique urban/suburban mix of more than 260,000 K-12 students/households and approximately 175,000 adult students in 229 schools, education centers and 95 charter schools within Broward County. Broward County Public Schools serves a diverse student population. Students are from 204 different countries and speak 130 different languages.

SBBC provides professional development offerings to approximately 32,000 employees and an additional 4,500 Charter school staff members within Broward County. Additional District information can be viewed at SBBC's website at [http:// http://www.browardschools.com/About-BCPS](http://http://www.browardschools.com/About-BCPS) and/or follow us on Twitter (@Browardschools) or find us on Facebook at (www.facebook.com/browardschools).

- 2.2 **Mandatory Proposers' Conference:** A Proposers' Conference will be held on **February 12, 2014 in the Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 2:00 p.m.** Representatives from all interested companies are encouraged to attend.

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

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

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Michelle Bryant Wilcox, **Purchasing Agent, Supply Management & Logistics Department, 754-321-0510** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail michelle.wilcox@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Supply Management & Logistics Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.
- Any questions concerning any condition or requirement of this RFP must be received in the Supply Management & Logistics Department, in writing, **on or before 5:00 p.m. ET February 18, 2014**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.
- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **March 18, 2014, or date of award, whichever is later, and continuing through June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.
- 2.5 **PRICE ADJUSTMENTS:** Prices offered shall remain firm throughout the term of the contract. A request for price adjustment may be submitted at the time of any request to extend the contract beyond the initial contract term.
- 2.6 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

3.0 CALENDAR

February 4, 2014	Release of RFP Professional Development Management System and Services
February 12, 2014	Mandatory Proposers' Conference (See Section 2.2)
February 18, 2014	Written questions due on or before 5:00 p.m. ET in Supply Management & Logistics Department
February 27, 2014	Proposals due on or before 2:00 p.m. ET in Supply Management & Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
March 4, 2014	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Supply Management & Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
March 6, 2014	Posting of Recommendation

*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.
- 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
SBBC
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Talent Development Officer
The School Board of Broward County
3531 Davie Road
Davie, Florida 33314

CIO, Information and Technology
The School Board of Broward County
7720 West Oakland Park Blvd.
Sunrise, Florida 33351

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

The SBBC's Supply Management & Logistics Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes.**

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

4.2.3 Proposer must have a minimum of five (5) years in business. Governmental/School experience is preferred.

A minimum of five (5) references will be provided. For each reference, the name, address, and phone number along with the name of a contact person shall be given.

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

This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation committee in evaluating Proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

4.3 **Proposer Qualifications – (60 Maximum Allowable Points) - Label as Section I**

4.3.1 **Executive Summary** – Submit a brief abstract, of approximately three pages, stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.3.2 Complete, and return, with your Proposal, Attachment B of the RFP a Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship document.

4.3.3 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

- 4.3.4 Provide a description of the qualifications and experience of the organization and persons that will be responsible for implementation of the service. Such description shall, at a minimum, include:
- Background information about the organization-e.g., philosophy, ownership, officers, and directors, Proposers management structure, organization chart of the firm, project team, etc.
 - Company size and location(s), number of years in business.
 - One page resume and qualifications of the persons offered to implement the system.
 - Upon award of the contract, the Successful Proposer shall provide SBBC with a list of their personnel including office, home, pager, and cellular phone numbers so that SBBC can make emergency contact with the firm if necessary.
- 4.3.5 Provide a concise description of work experience as related to the specifications outlined herein. Said description should include, but not be limited to, number and types of customers Proposer has served, and number of years the Proposer has been providing these types of services, references and other documentation to verify experience.
- 4.3.6 Provide evidence that the firm has the resources and personnel available to respond to and fulfill the needs of the SBBC for services on an as needed basis through the term of the contract.
- 4.3.7 Provide supporting documentation of the Proposers current financial condition and annual reports for the past three (3) years. If the company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract. If Proposer intends to subcontract any part of the work under this contract, indicate which parts and which Subcontractors.
- 4.3.8 Provide a description outlining the services to be performed. Such description should, at a minimum provide:
- Proposer's understanding of the service to be provided.
 - Proposer's methods and equipment to be used.
 - Assistance and materials to be funded by SBBC.
- 4.3.9 Provide a proposed implementation plan based on the following:
- Performing all data conversions and interface development;
 - Training and assisting with the configuration of the software and hardware;
 - Mentoring to SBBC project team including training for a small core group on the functionality of the system;
 - Training strategy and training models for all end-users, including access to all user documentation.

Identify all task dependencies and task owners by organization involving Proposer, SBBC, and third-party vendors. Also indicate any onsite resources that will be provided as part of the implementation plan.

Note: The Proposer's solution must be fully functional and invoiced no later than the last week of June, 2014.

- 4.3.10 Provide SBBC access to a test site/sandbox environment including accounts with differentiated user access (i.e. teacher account, administrator account, trainer account, etc.) along with user documentation and help desk support from February 27, 2014 through March 5, 2014 and during the implementation period.

4.3.11 Provide SBBC with the following post-implementation services:

- Timely, up-to-date system upgrades and changes with documentation on how changes affect existing functionality;
- Telephone help desk support available 7 am – 7 pm, EST, 5 days per week to respond within 4 hours with a resolution within 24 hours;
- Release notes and change documentation.

4.4 **Scope of Services (Functional Requirements) – (Maximum 240 allowable points) – (Label as Section II)**

Introduction of Scope of Services: SBBC desires to contract and implement a Professional Development Management System (PDMS) solution. The system will facilitate the maintenance and tracking of professional development and compliance participation by empowering the 50,000 (certificated and non-certificated) users to manage their personal professional development via a central system. The Contractor shall provide all software, training, interface development, and implementation/maintenance services required to implement and maintain a Professional Development Management System for the District. The District is interested in a solution that best meets the requirements specified in this RFP whether the solution is District hosted or a fully hosted web-based ASP Solution. The Proposer's solution must be fully developed, readily available, fully functional and invoiced no later than the last week of June, 2014.

All responsive Proposals will be carefully reviewed and evaluated for responsibility, capacity, business strength, qualifications, expertise, demonstrated experience in the provision of a PDMS, and highest and best value to SBBC with consideration to quality, approach, timeliness, and dedicated personnel. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to proposer responsiveness.

Evaluation of the Scope of Services category will include the following components for scoring:

- Functionality the system provides to meet specified District and Local Instructional Improvement System (LIIS) requirements as defined by the State of Florida Race to the Top requirements;
- Ability to meet specified Technical requirements including, but not limited to:
 - Development of data interfaces to current SBBC systems;
 - Integration methodologies and prior experience;
 - Integration and access to varying content providers;
 - Ability to upload online digital resources and offer online courses.
- Hosting services (District versus ASP hosted);
- Degree to which the functionality meets current business process needs without additional customization or enhancements;
- Proposed implementation plan to meet June 30, 2014 deadline;
- Proposed training strategy;
- Proposed cost and invoicing by June 30, 2014.

Proposers responding to the RFP are encouraged to be very specific and detailed describing the system's functionality. In addition, proposer shall respond to the Functional Requirements Matrix (Appendix-A) in the same sequence as listed. Appendices, illustrations, and supplemental information shall be attached and cross indexed in a clear and logical manner as part of the proposal in order to provide SBBC with a greater understanding of the strengths and limitations of specific processes within the proposed PDMS solution.

- 4.4.1 General Requirements:** The proposed system must meet District needs, industry standards and the requirements of Section 4.0 Facilitator Profile section of the Local Instructional Improvement Systems (LIIS) as set forth by the State of Florida Department of Education. For further information regarding the LIIS requirements go to the FLDOE website www.fl DOE.org/arra/excel/LIIS-MinStds.xls. The District is currently planning on using the following set of six applications (Learning Village, FLDOE PARCC, iObservation, Virtual Counselor, Data Warehouse, and Hyperion) to meet all the LIIS requirements.

4.4.1.1 LIIS Facilitator Profile - Staff Information

- 4.4.1.1.1 Ability to store staff demographic information consistent with state data reporting requirements.
- 4.4.1.1.2 Ability to store staff information including, but not limited to:
- a. School assignment
 - b. Position type
 - c. Job classification
 - d. Degrees
 - e. Certification, including renewal data
 - f. Mentoring program activity
 - g. Leadership activities
 - h. Performance history
 - i. Supervision & evaluation history
 - j. Compensation structure

4.4.1.2 LIIS Facilitator Profile – Proficiencies

- 4.4.1.2.1 Ability to store and link staff proficiencies by:
- a. School level (i.e. pre-k, elementary, middle, high school)
 - b. Individual staff (i.e. instructional, leadership, support)
 - c. Job classification
 - d. Grade level
 - e. Subject area
 - f. Group of staff (i.e. teams, lesson study groups, department)
 - g. Certification/licensure
 - h. Professional development program
 - i. Course description/course catalog
 - j. Benchmarks
 - k. Curriculum
 - l. Instructional materials and/or resources
 - m. Assessment strategies
 - n. Student needs
- 4.4.1.2.2 Ability to categorize staff proficiencies according to:
- a. Skills
 - b. Knowledge
 - c. Behavioral characteristics (i.e. effective oral and/or written communication, strong interpersonal skills)
- 4.4.1.2.3 Ability to edit or create new professional development proficiencies

4.4.1.3 LIIS Facilitator Profile - Professional Development Plans

- 4.4.1.3.1 Ability to create and update professional development plans including, but not limited to:
- a. Proficiencies required
 - b. Proficiencies mastered, including acquisition date
 - c. Description of how proficiencies will be obtained
- 4.4.1.3.2. Ability to store and view information from professional development offerings taken by a teacher including, but not limited to:
- a. Offering name
 - b. Offering dates
 - c. Offering description
 - d. Professional development provider
 - e. Delivery type
 - f. Course proficiencies provided
 - g. Course proficiencies obtained
 - h. Link to job/regulation certifications
 - i. Performance objectives
 - j. Flag if professional development offering taken for in-service and/or certificate renewal
 - k. Professional development credit earned internal and external to school district
- 4.4.1.3.3. Ability to track mandatory training components including, but not limited to:
- a. Completion of built-in assessments
 - b. User participation
 - c. Successful completion of the training

4.4.1.4 LIIS Facilitator Profile - Establishing Professional Development Offerings

- 4.4.1.4.1 Ability to create and utilize a template for developing a professional development offering including, but not limited to:
- a. Rationale and purpose for the proposed professional development offering user participation
 - b. List of the proficiencies embedded in the proposed professional development offering
 - c. A rubric for assessing mastery of each of the associated proficiencies
 - d. A link to specific curricular activities, assessments, instructional activities, instructional materials and/or resources for each of the associated proficiencies
 - e. Brief description of the assessment strategies to be used including, but not limited to:
 1. Project
 2. Test
 3. Observation
 4. A combination of project, test, and/or observation
 - f. Type of instructional delivery method including, but not limited to:
 1. Classroom
 2. Virtual/distance learning
 3. Web-based
 4. Audio conferencing

5. Independent study kit
6. Project-based program
7. Coaching models of train the trainer, coach-mentor
8. Lesson studies groups, professional learning communities, and collaboration by teachers
- g. Type of physical and/or digital learning environment required
- h. Duration
- i. Related prerequisites and/or learner assumptions
- j. State standards for professional development
- k. Evaluations
- l. Employee classification
- m. Subject area
- n. Grade level
- o. Student needs
- p. Indicator if training is mandatory
- q. Course listing which includes an overview of the class with objectives

4.4.1.4.2 Ability to create professional development program evaluations including, but not limited to these question types:

- a. Single line of text
- b. Multiple lines of text
- c. Multiple choice by drop down
- d. Rating scale by drop down
- e. Project rubric

4.4.1.4.3 Ability to create and update preapproved professional development instructors.

4.4.1.4.4 Ability to create and update preapproved professional development locations.

4.4.1.5. LIIS Facilitator Profile - Managing/Scheduling Professional Development Offerings

4.4.1.5.1 Ability to create an electronic catalog of professional development offerings.

4.4.1.5.2 Ability to search and view professional development offerings on a variety of parameters including, but not limited to:

- a. Key words
- b. Timeframe
- c. Proficiencies
- d. Employee classification
- e. Subject area
- f. Grade level
- g. Student needs
- h. School type
- i. School level
- j. AYP status
- k. School
- l. Credit type
- m. Location
- n. Benchmarks
- o. Certificate categories

4.4.1.5.3 Ability to search and view professional development offerings whether offered by the school district or other organizations.

- 4.4.1.5.4 Ability to schedule professional development offerings including, but not limited to:
 - a. Scheduling of multiple sessions of the same activity
 - b. Assignment of preapproved locations
 - c. Assignment of preapproved instructors
 - d. Setting registration as open enrollment or pre-approval
- 4.4.1.5.5 Ability to make professional development evaluations anonymous or named.
- 4.4.1.5.6 Ability for users to register online from any internet, browser-based device including, but not limited to:
 - a. Ability for users to register or seek approval to register for all courses online
 - b. Ability for users to unregister from any course for which they have registered
 - c. Ability for administrators to register another employee
 - d. Ability to notify administrators if user unregisters for a class for which the administrator registered that person
 - e. Ability for users to change their password online
 - f. Ability for users to recover their password via email
 - g. Ability to block users from double booking events
- 4.4.1.5.7 Ability to manage session attendance and results including, but not limited to:
 - a. View roster of all registered participants
 - b. Print preformatted scannable sign-in sheet
 - c. Add walk-in attendees
 - d. Submit session attendance online
 - e. Submit final assessment results
 - f. Assign mastery of proficiency levels
 - g. Submit seat time online
- 4.4.1.5.8 Ability to collect evaluation results from a professional development offering

4.4.1.6. SBBC - District Requirements and Industry Standards

- 4.4.1.6.1 Ability to launch system surveys/evaluations generated by attendance completion and analyzes them for professional development needs assessments.
- 4.4.1.6.2 Ability to manage session attendance and results including, but not limited to the ability to:
 - a. View roster of all registered participants
 - b. Print preformatted scannable sign-in sheet
 - c. Add walk-in attendees
 - d. Submit session attendance online
 - e. Submit final assessment results
 - f. Assign mastery of proficiency levels
 - g. Submit seat time online
 - h. Ability to pre- & post-populate rosters
 - i. Multiple online calendars with various levels (District, Schools, Departments, Grades, Groups, Individuals) that can be added to and maintained depending upon rights
 - j. Maintain minimum/maximum class sizes
 - k. Enrollment restrictions based on school / grade / department /position employment etc.

- l. Ability to schedule resources (rooms, materials, etc.)
 - m. Ability to upload attachments for the PD event (i.e. agenda, backup documentation, brochures, etc.)
 - n. Team Rooms/Chat Rooms to foster team learning and collaboration. Participants can join in threaded discussions, ask and answer questions, and document reflections. File sharing promoting collaboration on documents, lessons, etc. should be available.
 - o. Manual override capability for automated features for District Administrators.
 - p. Ability for District administrators to add, edit, and delete catalog events, change event information (class size limits / locations) with automated notification for all impacted by the change.
 - q. Ability to email the attendees of a class with class details
 - r. Send reminder emails to registrants; course administrator should be able to specify the number of days prior to the event when creating the course in the catalog.
- 4.4.1.6.3 Ability to print a titled and dated sign-in sheet for each event with registrant information for post-course follow-up - name, building, supervisor, etc.
- 4.4.1.6.4 Ability to group courses/values by program.
- 4.4.1.6.5 Ability to import classes from other sources into the catalog.
- 4.4.1.6.6 Offer online & printable Calendar of all Professional Development (PD) events.
- 4.4.1.6.7 Offer a copy feature with editing capability to recreate and update recurring events.
- 4.4.1.6.8 Ability for an administrator to submit requests for one or multiple employees.
- 4.4.1.6.9 Allow employee or administrator to select the appropriate district goal(s) to be met when requesting the event.
- 4.4.1.6.10 Ability to track out-of-district activities.
- 4.4.1.6.11 Ability to provide an online transcript of employees training history.
- 4.4.1.6.12 Auto-notification to Teachers/Administrators who have expiring certificates.
- 4.4.1.6.13 Ability to upload documents.
- 4.4.1.6.14 Ability to customize forms for course creation.
- 4.4.1.6.15 Ability to customize course appraisals to meet PD guidelines.
- 4.4.1.6.16 Ability to control the release and availability of the appraisal.
- 4.4.1.6.17 Ability to maintain unlimited courses and data for the entire District.
- 4.4.1.6.18 Ability to schedule professional development offerings including, but not limited to:
- a. Each course setup shall include as a minimum:
 - i Course Name
 - ii Component Number

- iii Instructor Name / Credentials
- iv Location
- v Date and Time
- vi Contact Hours
- vii Type of Course
- viii Type of Credit

4.4.1.7 Registration System Features

- 4.4.1.7.1 Ability for users to register online from any Internet, browser-based device including, but not limited to:
 - a. Ability for users to register or seek approval to register for all courses online
 - b. Ability for users to unregister from any course for which they have registered
 - c. Ability for administrator to register another employee
 - d. Ability to notify administrator if user unregisters for a class for which the administrator
 - e. Ability for users to change their password online
 - f. Ability for users to recover their password via email
 - g. Ability to block users from double-booking events
- 4.4.1.7.2 Offer an online catalog of coursework for staff registration with self-service enrollment for end users.
- 4.4.1.7.3 Automatic enrollment and approval paths for attendance.
- 4.4.1.7.4 Include a justification box on each request.
- 4.4.1.7.5 Automatic status notification and automatic email notification.
- 4.4.1.7.6 Send email action notification to appropriate supervisor at each status of the request.
- 4.4.1.7.7 Allow for email notification to be turned off for specific administrators.
- 4.4.1.7.8 Include approval and/or rejection comments in email notification.
- 4.4.1.7.9 Allow emails from administrators to teachers and other administrators within the system for course-related communication.
- 4.4.1.7.10 Include a "close-by" date for catalog events and automatically close the event to registrations in advance of the class.
- 4.4.1.7.11 Maintain wait listing capabilities.
- 4.4.1.7.12 Allow for wait list to course automatic enrollment.
- 4.4.1.7.13 Provide wait list automatic email notification.
- 4.4.1.7.14 Ability to restrict registration.

4.4.1.8. Workflow/ Approval Routing Process

- 4.4.1.8.1 Offer customizable and routable approval process for course proposals.
- 4.4.1.8.2 Restrict incomplete applications from continuing on path.
- 4.4.1.8.3 Offer a customizable and routable approval process for credit requests.
- 4.4.1.8.4 Allow for multiple levels of supervisor approval for each employee request.
- 4.4.1.8.5 Allow a "higher-level" administrator to bypass a lower-level approval when deemed necessary.
- 4.4.1.8.6 Offer a comment box for approval/denial emails with the option to include or not.
- 4.4.1.8.7 Include a time-stamp on requests and on approvals for tracking purposes.
- 4.4.1.8.8 Include mass approval, denial, and delete functionality.
- 4.4.1.8.9 Include an undo process for erroneous approvals.
- 4.4.1.8.10 Allow for different workflow for supervisor approval based on the type of request.
- 4.4.1.8.11 Ability to create, update or remove workflows based on district review and approval requirements.
- 4.4.1.8.12 Capability to view the status of the workflow process from the item under review.

4.4.1.9. Tracking / Reporting Capabilities (Forms, Reports, Interfaces, Conversions and Enhancements)

- 4.4.1.9.1 Ability to track PD cost/expenditures.
- 4.4.1.9.2 Ability to meet DOE reporting requirements as set forth by the State of Florida Department of Education.
- 4.4.1.9.3 Allow for multiple budget codes to be added to each event in the catalog, or allow budget code(s) to be added at the time of the request, or during the approval process.
- 4.4.1.9.4 Ability to electronically track attendance and award of credits.
- 4.4.1.9.5 Ability to track hours/credits as aligned to state, District, school, or personal goals.
- 4.4.1.9.6 Ability to manage teaching credentials, including tracking and monitoring of certificate renewals.
- 4.4.1.9.7 Ability to customize/upload District internal forms and documents.
- 4.4.1.9.8 Ability to customized reports.
- 4.4.1.9.9 Ability to create and display results in a variety of formats including, but not limited to:

- a. Table
 - b. Graph, including but not limited to:
 - i bar,
 - ii pie,
 - iii trend line
 - c. Report,
 - d. Dashboard,
 - e. Trend
- 4.4.1.9.10 Ability to create standard report templates that allow the user to select specified parameters including, but not limited to:
- a. Individual staff proficiency attainment summary
 - b. Registration tracking by professional development offering
 - c. Professional development participation summary by school district
 - d. Individual user professional development report
 - e. Professional development participation summary by school
 - f. Professional development evaluation reports and summary
 - g. Total planned track of courses over several years and show current status against this plan
- 4.4.1.9.11 Ability to format results including, but not limited to:
- a. Results titles
 - b. Color code
 - c. Labels
 - d. Formatted for printing or for electronic viewing
- 4.4.1.9.12 Ability to drill down on aggregate results
- 4.4.1.9.13 Ability to create a report using teacher information by applying multiple filters including, but not limited to:
- a. Teacher
 - b. Staff proficiencies required.
 - c. Staff proficiencies mastered.
 - d. Position Type.
 - e. Job Classification.
- 4.4.1.9.14 Ability to create a report using professional development information by applying multiple filters including, but not limited to:
- a. Proficiency acquisition.
 - b. Registration of a professional development offering.
 - c. Participation in professional development offering.
 - d. Evaluation of professional development offering.
 - e. Professional development offerings planned.
 - f. Professional development offering held.
- 4.4.1.9.15 Ability to save a query as a favorite.
- 4.4.1.9.16 Ability to publish saved queries to users of the system at different roles such as central office staff, principals, counselors, and teachers uniquely.
- 4.4.1.9.17 Ability to print certificates of coursework completion.

- 4.4.1.9.18 Includes PD content system with reporting/aggregation functionality. Types of analytics that should be reported but not limited to:
- a. Number of users for whom a PD profile exists (generated with aforementioned algorithm).
 - b. Number of users with PD plans.
 - c. Number of resources available within designated tags and/or content area, and by modality (i.e., text, video, webinar, etc.)
 - d. Number of discrete feedback or evaluation items uploaded by administrators per teacher and/or groups of teachers.
 - e. Variety and distribution of feedback items by teacher and/or groups of teachers.
 - f. Numbers of users accessing the system by hour, day, week, month, and year.
 - g. Amount of time and frequency with which users access the system (individual and/or aggregate)
 - h. PD content ratings.
 - i. Number of users accessing various PD content modalities and dosage of time spent interacting with those modalities.
 - j. Number of users who access online Communities of Practice (groups)
 - k. Aggregate and disaggregated reports on growth as per administrator observation and feedback data.
- 4.4.1.9.19 Ability to conduct surveys and capture qualitative feedback from users (with) ability to generate associated reports).
- 4.4.1.9.20 Ability to generate growth/impact reports for users.
- 4.4.1.9.21 Ability to generate a standard status report for each notification campaign.
- 4.4.1.9.22 Ability to produce multi-level reports (i.e., school based, charter-school based and district level).
- 4.4.1.9.23 Ability to allow for SQL Server Reporting Services (SSRS) and direct connectivity to the database for ad-hoc reporting.

4.4.1.10 Additional Requirements

- 4.4.1.10.1 Offer a perpetual client hosted licensed solution or fully hosted, web-based ASP solution.
- 4.4.1.10.2 Training and technical support for system administrator(s).
- 4.4.1.10.3 Ability for end users to upload documents, including college transcripts, certificates of completion for activities completed outside of the District.
- 4.4.1.10.4 Maintain the integrity of historical data (dating back to 2003).
- 4.4.1.10.5 Comprehensive & Customizable User Interface.
- 4.4.1.10.6 Comprehensive Content Search, i.e. course tags and prioritization functionality.
- 4.4.1.10.7 Ability to configure variety of email notifications.
- 4.4.1.10.8 Ability to offer Professional Development courses or curriculum (mediums as defined in section 4.1-F) to learners.
- 4.4.1.10.9 Ability to integrate course catalogs from a variety of sources.
- 4.4.1.10.10 Offer an integrated e-Commerce solution.
- 4.4.1.10.11 Service Ticket/External Course Request.
- 4.4.1.10.12 Prerequisite Setting.
- 4.4.1.10.13 Ability to create personal calendar, including, but not limited to:
 - a. Create individual, course section, or subject area calendars including, but not limited to:
 - 1. Administrator
 - 2. Instructional
 - 3. Non-Instructional
 - 4. External
 - 5. Professional Development
 - b. Add, update, or remove assignments or events on the calendar.
 - c. Add, update or remove recurring assignments or events
- 4.4.1.10.14 Include content collaboration tools.
- 4.4.1.10.15 Track all employees' professional development plan including qualifications and progress, Highly Qualified, National Board Certified, local programs, new teacher induction, competency/compliance training, site-based activities, annual mandatory training.
- 4.4.1.10.16 Ability to upload online digital resources and offer online courses.

4.4.1.11. Technical Requirements

Technical Environment - Integration Expectations		
	Major Applications	
4.4.1.11.1	<i>Proposers should assume that their proposed solution will need to be integrated with the following major operation applications:</i>	
	4.4.1.11.1.1	District & Charter SIS: TERMS
	4.4.1.11.1.2	Technical Center & Adult Community SIS: FOCUS
	4.4.1.11.1.3	SAP Enterprise Central Component 6.0
	4.4.1.11.1.4	SAP Enterprise Portal
	4.4.1.11.1.5	SAP Business Intelligence
	4.4.1.11.1.6	iObservation
	4.4.1.11.1.7	Student Data Warehouse (DB2)
	4.4.1.11.1.8	Business Data Warehouse (DB2)
	4.4.1.11.1.9	Office 365 / Sharepoint
	Identity Management	
4.4.1.11.2	Proposers must offer a system that leverages SBBC's Directory Service(s) as noted	
	4.4.1.11.2.1	Active Directory - for On Prem
	4.4.1.11.2.2	Active Directory (via Federated Services) for SaaS
	4.4.1.11.2.3	LDAP for On Prem
	Network Environment	
4.4.1.11.3	Proposers must provide a system that operates in the following SBBC Enterprise network environment:	
	4.4.1.11.3.1	Internet (SBBC traditional schools and departments): Centralized provisioning (currently @ 2gbps)
	4.4.1.11.3.2	Internet (Charters): Varied Direct solutions
	4.4.1.11.3.3	WAN: Hub and spoke to SBBC Data Center
	4.4.1.11.3.4	LAN: Switched 100+ to the Desktop / 2+ Gigabit backbone
	Database	
4.4.1.11.4	Proposers must provide ODBC compliant database access (Import/Export) for integration with the following platforms	
	4.4.1.11.4.1	DB2 on zoos
	4.4.1.11.4.2	Dew on AS400
	4.4.1.11.4.3	SQL x 86 VM
	4.4.1.11.4.4	Oracle
	User Access	
4.4.1.11.5	Proposers must provide a solution that allows feature parity access to the system via Web Services via the latest versions of any of the following standard browsers:	
	4.4.1.11.5.1	Safari
	4.4.1.11.5.2	Firefox
	4.4.1.11.5.3	Internet Explorer
	4.4.1.11.5.4	Chrome
	Security and Privacy Considerations	
4.4.1.11.6	Proposers must provide a solutions that ascribes to the following standard security conventions:	
	4.4.1.11.6.1	Encryption
	4.4.1.11.6.2	DLP
	4.4.1.11.6.3	SSL
4.4.1.11.7	Hosting/delivery Options	
	Proposers can offer solutions that fall into either of the following delivery models:	
	4.4.1.11.7.1	SaaS
	4.4.1.11.7.2	On Prem

4.4.1.12 Implementation, Training, Support, and Documentation

4.4.1.12.1 **Implementation and Training:** Proposer shall provide all resources to install, test, and assist in data integration with SBSC systems identified herein. Initial assistance in setting system up and initial training of District system administrators shall be included. The proposed implementation plan should be based on the following:

4.4.1.12.1.1 Performing all data conversions and interface development;

4.4.1.12.1.2 Training and assisting with the configuration of the software and if applicable, hardware;

4.4.1.12.1.3 Mentoring to SBBC project team including training for a small core group on the functionality of the system;

4.4.1.12.1.4 Training strategy and training models for all end-users, including access to all user documentation. The training proposal should be detailed and provide training for approximately 50,000 end users, including but not limited to all eligible administrators, teachers, professional development providers, and other employees. Training models should include train-the-trainer, web-based, self service, and any additional models that would best meet the needs of SBBC.

Additional considerations include:

4.4.1.12.1.4.1. Periodic training for new employees shall be available.

4.4.1.12.1.4.2 Ability to launch learning platforms and content from within the system.

4.4.1.12.2 Identify all task dependencies and task owners by organization involving Proposer, SBBC, and third-party vendors. Also indicate any onsite resources that will be provided as part of the implementation plan. Note: **The Proposer's solution must be fully functional and invoiced no later than the last week of June, 2014.**

4.4.1.12.3 **Support:** Proposer shall maintain telephone help desk support from 7 am – 7 pm, EST, 5 days per week to respond within 4 hours with a resolution within 24 hours. Proposer should also be capable of onsite assistance in the event of a catastrophic system down" failure, as well as routine software updates, patches and fixes.

4.4.1.12.3.1 Ability to access online (intranet/internet) software and support services including, but not limited to the ability to:

- a. Submit questions
- b. Inquire about the status of help desk requests
- c. Receive software and documentation updates

4.4.1.12.4. **Documentation:** Ability to access online and print versions of system documentation including, but not limited to:

- a. FAQs
- b. Procedural "how to" documentation
- c. Knowledge base
- d. On-demand videos
- e. Technical manuals
- f. Installation procedures
- g. Database documentation (i.e. diagrams, metadata dictionaries)
- h. Dataflow documentation
- i. Development Standards
- j. Hardware/network configurations
- k. Error resolution information

4.4.1.12.4.1 Ability to view and search for system documentation including, but not limited to by:

- a. Subject area
- b. Key word, metatag, or phrase
- c. Index
- d. Table of contents
- e. File type

4.5 **Cost of Services - (Maximum 100 allowable points) – (Label as Section III):** Proposers must complete the Mandatory Cost Proposal Spreadsheet (Appendix-B) for all services. Cost shall include the purchase/lease options, annual maintenance, proposer services, customizations, custom services, and training. Cost should be projected out over the next 5 years. Year 1 should include first year's maintenance. SBBC reserves the right to purchase or not purchase items at its discretion. Appendices, illustrations, and supplemental information shall be attached and cross indexed in a clear and logical manner. The maximum number of points eligible for award in this section of the evaluation process is 100.

Distribution of points will be calculated by dividing the total weighted cost offered by each Proposer by the lowest total weighted cost submitted for each Group. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of \$10,000 for Proposer B submits a total cost of \$15,000. Therefore, Proposer A would receive 100 points, which is the maximum number of points allotted for the criteria. Proposer B would earn 20 points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 100 \text{ maximum points} = 67 \text{ points received}$.

- 4.6 **M/WBE Participation: (Maximum 50 allowable points):** SBBC has a Supplier Diversity & Outreach Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Florida Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal.

4.6.1	<u>M/WBE Information:</u> Proposer will be evaluated and points will be allocated for criterion listed below depending on the information submitted by the Proposer	Maximum Points
4.6.2	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment A3).	30
4.6.3	Proposer shall provide the staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics.	10
4.6.4	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects.	10
	TOTAL POINTS.....	50
	The Awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment A1) to our Supplier Diversity & Outreach Program, which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <u>State your willingness to comply with this requirement.</u>	

5.0 EVALUATION OF PROPOSALS

- 5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	60
B. Scope of Services	240
C. Cost of Services	100
D. Supplier Diversity & Outreach Program	
D.1 Participation	30
D.2 Diversity	10
D.3 Community Outreach	<u>10</u>
TOTAL	450

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to make an award only to the Proposer that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. Any Agreement resulting from these negotiations must be approved by SBBC's Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's Attorney will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, February 3, 2014** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
SBBC
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 14-067E Professional Development Management Software System and Services

Proposer shall submit one complete original hard-copy Proposal with an original manual signature (**blue ink preferred**). Proposer should also submit ten (10) additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 **INSURANCE REQUIREMENTS**

MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible shall not exceed \$25,000.
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

6.3 **INSURANCE REQUIREMENTS (Continued):**

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 (**Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

6.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 **W-9 FORM**

6.5.1 All Proposers are requested to complete the attached W-9, Attachment C, and submit with their Proposal.

6.6 **COPYRIGHT INDEMNIFICATION.** SBBC agrees to notify AWARDEE promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or AWARDEE Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AWARDEE shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. AWARDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDEE in the defense of such Infringement Claims.

7.0 GENERAL CONDITIONS

- 7.1 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC to any rights or limits to liability under Section 768.28, Florida Statutes.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee(s). Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP and any Agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section

120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results thereof as a part of any commercial advertising without prior written approval of SBBC.
- 7.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits). ACH Payment Agreement Form is attached to this RFP.
- 7.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.13 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting Attachment J with its Proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.14 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.19 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on 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 a Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 7.21.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

7.22 **BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact SBBC's Supplier Diversity & Outreach Programs at 754-321-0550 or www.broward.k12.fl.us/supply/vendors/mwbe.htm.

To receive evaluation points for M/WBE participation, the Proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing, and the dollar value of the work, as the percentage of the total contract value, must be provided.

7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on March 6, 2014 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing**

the formal written protest, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management & Logistics Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation.
- 7.28 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine 754-321-2158.
- 7.29 **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions

shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal to be considered non-responsive and therefore be ineligible for award.**

7.30 **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbbc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: SBBC, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

7.31 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this Proposal.

7.32 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or

facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- 7.32.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.33 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.35 **SEVERABILITY** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.36 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.
- 7.37 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT** on or before 2:00 p.m. EST on the date due.
- 7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.39 No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered.
- 7.40 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
 - 7.40.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from

the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it services the best interest of SBBC.

- 7.40.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.40.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.40.3.1 The Proposal is time-stamped at the Supply Management & Logistics Department after the deadline specified in the RFP.
 - 7.40.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0).
 - 7.40.3.3 Failure to respond to all subsections within the RFP.
 - 7.40.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
 - 7.40.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 7.40.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.41 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.
- 7.42 **TERMINATION:** This RFP may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this RFP. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
- 7.43 **PRICE REDUCTIONS:** If, from date of Proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.44 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any Proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

- 7.45 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Awardee(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.47 **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

- 7.48 **TIE BID PROCEDURES:** If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, other than a Minority/Women Business Enterprise vendor.

- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Supply Management & Logistics Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.
- 7.49 If the RFP is for auditing services, and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years: the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

ATTACHMENT A

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

Proposer's Company Name: _____

Monthly Utilization Reports to be Submitted to:
The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

754-321-0550 Telephone
754-321-0934 FAX

Monthly M/WBE Utilization Report

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
RFP Number:14-067E RFP Title: Professional Development Management Software System and Services					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: _____

Phone # (_____) _____ Date: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
% of Total Workforce											

ATTACHMENT A3**M/WBE PARTICIPATION**

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

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: Contact Person: Address: Telephone No.: Facsimile No.: M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: Telephone No.:			
Firm Name: Contact Person: Address: Telephone No.: Facsimile No.: M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: Telephone No.:			
Firm Name: Contact Person: Address: Telephone No.: Facsimile No.: M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: Telephone No.:			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR ☐ - PER CONTRACT PERIOD ☐ OR OTHER ☐

ATTACHMENT B

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

The School Board of Broward County, Florida
Professional Development Management Software System and Services

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
 CONTRACTUAL RELATIONSHIP**

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- ☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- ☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

_____ Signature	_____ Company Name
_____ Name of Official	_____ Business Address
_____ City, State, Zip Code	

03/28/13

ATTACHMENT C

W-9 Form

Form (Rev. January 2011) Department of the Treasury Internal Revenue Service	W-9 Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		The School Board of Broward County, Fla 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
		Social security number
		Employer identification number
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶	
	Date ▶	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities.
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 864 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner ²
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁵
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity trust is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

⁵ Note: Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT D

Drug-Free Workplace

ATTACHMENT D

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
 (Print individual's name and title)

for _____
 (Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____
 Personally Known _____
 OR Produced identification _____
 (Type of identification)

Notary Public - State of _____
 My commission expires _____

 (Printed, typed or stamped commissioned name of notary public)

FORM: #4530
 3/93

ATTACHMENT E

Sample Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as "[insert a short name here]"),

whose principal place of business is

[insert their address here] .

WHEREAS, [insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]; and

WHEREAS, [you may use as many of these recitals or "whereas clauses" as necessary to express the parties' purposes and objectives].

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__ .

2.02

2.03

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

First:	This Agreement
Second:	Addendum Nos.....
Third:	RFP (Number) – (Title)
Fourth:	Proposal submitted in response to the RFP by (Company Name)

ARTICLE 2 – SPECIAL CONDITIONS

2. Inspection of Insert Name's Records by SBBC. *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Insert Name* or any of *Insert Name's* payees pursuant to this Agreement. *Insert Name's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Insert Name's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Insert Name's Records Defined. For the purposes of this Agreement, the term "*Insert Name's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Insert Name* pursuant to this Agreement.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Insert Name's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Insert Name's* claims for payment by SBBC.

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

Revised: 8/21/13

ARTICLE 2 – SPECIAL CONDITIONS

(g) Inspection of Subcontractor's Records. *Insert Name* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) Inspector General Audits. *Insert Name* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: *Insert Job Title of District Representative*
Insert Address of District Representative

To *Insert Name*: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

2. Background Screening: *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *Insert Name*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2. **Background Screening:** *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2. **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *Insert Name*: *Insert Name* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Insert Name*, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) day's notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 3 – GENERAL CONDITIONS

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

ARTICLE 3 – GENERAL CONDITIONS

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

ARTICLE 3 – GENERAL CONDITIONS

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

Revised: 8/21/13

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

Revised: 8/21/13

FOR *[Insert Name Here]*

(Corporate Seal)

*Insert Full Legal Name of the Corporation,
Agency or Other Legal Entity*

ATTEST:

By _____

_____, Secretary

-or-

Witness_____
Witness**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**STATE OF _____
COUNTY OF _____The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and
did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary_____
Notary's Commission No.

FOR [Insert Name Here]:

ATTACHMENT F

ACH Payment Agreement Form



**The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)**

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking ☐	Savings ☐
VENDOR AREA:		
Remittance Confirmation: (please select one) _____	Fax ☐	Email ☐
Federal Identification No. Vendor _____	TAX ID# ☐	SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____	Dept. _____
Centralized Email _____	Dept. _____
Centralized Phone No. _____	Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ **Date:** _____

Authorized Signature
(Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: **SBBC – Purchasing – Data Strategy Group**
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT G

Statement of “No Response”

ATTACHMENT H, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

SBBC
Supply Management & Logistics Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reasons for "NO Response":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

SUPPLY MANAGEMENT & LOGISTICS
MICHELLE BRYANT WILCOX,
PURCHASING AGENT
www.browardschools.com

SCHOOL BOARD

Chair PATRICIA GOOD
Vice Chair DONNA P. KORN
Board Members ROBIN BARTLEMAN
ABBY M. FREEDMAN
LAURIE RICH LEVINSON
ANN MURRAY
DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

February 10, 2014

ADDENDUM NUMBER 1

RFP 14-067E

Professional Development Management Software System and Services

CALLED FOR: 2:00, February 27, 2014

TO ALL PROPOSERS:

This Addendum amends the above referenced bid in the following particulars only:

1. DELETE: Page 1 of 65 Pages INSERT: Page 1 of 65 Pages - Revised

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 14-067E, Proposers certifies acceptance of this Addendum.

Sincerely,

Purchasing Agent

REQUEST FOR PROPOSALS (RFP) 14-067E

1.0 REQUIRED RESPONSE FORM

RELEASE DATE: February 4, 2014

TITLE: Professional Development Management Software System and Services

This Proposal must be submitted to the **Supply Management & Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**, on or before 2:00 p.m. ET February 27, 2014 and plainly marked **RFP 14-067E Professional Development Management Software System and Services**. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original hard-copy of Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents. One additional electronic PDF version and 10 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 14-067E), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLLFREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET E-MAIL ADDRESS: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (blue ink preferred on original)

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

SUPPLY MANAGEMENT & LOGISTICS
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD

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ABBY M. FREEDMAN
LAURIE RICH LEVINSON
ANN MURRAY
DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

February 24, 2014

ADDENDUM NUMBER 2

RFP No. 14-067E

Professional Development Management Software System and Services

CALLED FOR: 2:00 PM, ET, February 27, 2014

TO ALL PROPOSERS:

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

1. Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 14-067E. Proposer certifies acceptance of this Addendum.

Sincerely,

Purchasing Agent

Page 1 of 7 Pages, ADDENDUM NUMBER 2, RFP 14-067E

➤ **QUESTION #1:**

Page 8 of the RFP indicates that the new solution should allow for "integration and access to varying content providers." And Item 4.4.1.10.9 says "ability to integrate course catalogs from a variety of sources." Which content provides does the District currently license or use content from and which specifically will the new solution need to integrate with?

ANSWER TO QUESTION #1:

We currently create our own content using Blackboard and plan to continue. We also utilize Brainshark and LSI content. We are looking to use content from other vendors such as ASCD or Corwin, pending funding. This may change over time.

➤ **QUESTION #2:**

Related to question 1, is the District interested in procuring PD content as part of this RFP? Or more interested in understanding a vendor's capabilities with regard to integration?

ANSWER TO QUESTION #2:

Our primary concern is capability with regard to integration but would appreciate any information regarding content availability.

➤ **QUESTION #3:**

Item 4.4.1.1.2.i indicates that the new solution should store staff information including "supervision and evaluation history." What will be the source system for the evaluation history data?

ANSWER TO QUESTION #3:

The source would be iObservation for Teacher supervision and evaluation history. We have no system for Administrative supervision and evaluation history at this time therefore would need to be able to enter manually.

➤ **QUESTION #4:**

Item 4.4.1.9.20 asks for "ability to generate growth/impact reports for users." Based on our review of the District's needs, this requirement seems a bit out of scope, as it would generally be tied to observation / evaluation processes. Can the District please provide further detail about this requirement, including perhaps a use case?

ANSWER TO QUESTION #4:

Example: Teachers will generate yearly "Growth Plan" to which professional learning will be aligned. We will need to connect the professional learning completed by the teacher to their observations/instructional practice scores and to their assigned students' achievement in order to assess the contribution of the professional learning to growth of the individual and impact on their students. We need to be able to create a report with this data since this system has the PD completed data and will connect to the Teacher Evaluation data and Student Data.

➤ **QUESTION #5:**

Does Item 4.4.1.10.10 "Offer an integrated e-Commerce solution" refer to the ability to process credit card payments? Or something else?

ANSWER TO QUESTION #5:

We will need to process credit card payments for course fees and/or course materials. There is several pay structures tied to the user account/type

➤ **QUESTION #6:**

Can the District please provide further detail / use case for Item 4.4.1.10.11 "Service Ticket/External Course Request"?

ANSWER TO QUESTION #6:

Service Tickets are requests from schools for professional learning. The System Administrator will dispatch request to the appropriate department for resolution. External Course Requests are for professional learning offered by external agencies/FDOE/organizations when the equivalent is not available within the District. We need to be able to add such professional learning to the system for registration and reporting.

➤ **QUESTION #7:**

Can the District please provide further detail / use case for Item 4.4.1.10.14 "Include content collaboration tools"?

ANSWER TO QUESTION #7:

Chat rooms, collaborative areas, uploading documents. Example: A school-based PLC could post goals, minutes of meetings, agendas, student work samples, etc.

➤ **QUESTION #8:**

Item 4.4.1.12.1.4.2 on page 20 states "ability to launch learning platforms and content from within the system" as part of the training strategy requirements. Can the District please provide further detail / use case for this requirement?

ANSWER TO QUESTION #8:

Access to professional learning is handled within the system. Example: User logs into system and registers for an online course that is starting in 10 minutes. The user will remain in the system and access the course from within, with no further log in.

➤ **QUESTION #9:**

The RFP includes four attachments and it is not clear if these attachments should be completed and included in the vendor response and if so, where. For each form, can the District please let us know if: a) the completed form needs to be completed and included in the vendor response OR if only the selected vendor will submit completed forms; and b) where in the response the District would like vendors to place completed forms, if needed?

- a. Attachment B – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship.
- b. Attachment C – W-9 Form.
- c. Attachment D – Drug-Free Workplace.
- d. Attachment F – ACH Payment Agreement Form.

ANSWER TO QUESTION #9:

Attachment B and Attachment D must be submitted with the Proposal. The remaining documents can be submitted at the time of award.

➤ **QUESTION #10:**

Users (p.8; 4.4) Introduction of Scope of Services: 50,000 Users total to include 17,000 Certified Instructional/Non-Instruction staff, 27000 Classified staff and 6,000 external user mostly from Charter Schools who will have access to the system. I'm confused with this number because on pg.2: 2.1 last paragraph state 3200 Broward employees with 4200 Charter School User

ANSWER TO QUESTION #10:

The confusion is that page 2 is referring to employees, both Broward and Charter. The 50,000 refers to "users" of the system and is a greater number to include current employees, retirees, private schools that meet criteria, persons on leave, etc.

➤ **QUESTION #11:**

Timeline (p.4): Initially there wasn't any discussion about a "final presentation/demo" of the solution. They are asking for access to Sandbox/Test Site Environment for the evaluation team to review (p, 7; 4.3.10) during the scoring process of the RFP (February 27 – March 4). Will you ask for a demo from the organizations?

ANSWER TO QUESTION #11:

No, we will navigate the system in the sandbox while reviewing the responses to the RFP.

➤ **QUESTION #12:**

The March 4 evaluation committee review of proposals is asterisked, indicating that it is a public meeting. Can you describe what will happen during this meeting? Does the committee intend to review applications and examine the proposers' web sites during this meeting, or will that work already have taken place before deliberations begin?

ANSWER TO QUESTION #12:

The meeting on March 4 is a public meeting. The committee can review applications and examine the proposers' website during the meeting or they may review the proposal before the meeting takes place.

➤ **QUESTION #13:**

Are you planning to use SAP as your central SIS for all audiences, or are you planning to move to another system?

ANSWER TO QUESTION #13:

SAP is not our current student information system (SIS). The district is using TERMS for the SIS. There are presently no definitive plans to move to another SIS.

➤ **QUESTION #14:**

Do you plan to continue to use DEW on AS400?

ANSWER TO QUESTION #14:

Correction 4.4.1.11.4.1 should read DB2 on zOS and 4.4.1.11.4.2 should read DB2 on AS400

➤ **QUESTION #15:**

What kinds of courses do you intend to make available to external users of the system? Will they be face-to-face, online, or iObservation courses?

ANSWER TO QUESTION #15:

External participants may participate in all appropriate courses in the system, face-to-face, online or iObservation. Limitation may occur due to licensing fees, position (teacher vs. administrator) or need.

➤ **QUESTION #16:**

Page 17 of the RFP, requirement 4.4.1.9.20 "Ability to generate growth/impact reports for users. Will the SBBC please elaborate on or provide an example of the desired content and format of this/these report(s)

ANSWER TO QUESTION #16:

Teachers will generate yearly "Growth Plan" to which professional learning will be aligned. We will need to connect the professional learning completed by the teacher to their observations/instructional practice scores and to their assigned students' achievement in order to assess the contribution of the professional learning to growth of the individual and impact on their students. We need to be able to create a report with this data since this system has the PD completed data and will connect to the Teacher Evaluation data and student data.

➤ **QUESTION #17:**

Page 17 of the RFP 4.4.1.9.23 "Ability to allow for SQL Server Reporting Services (SSRS) and direct connectivity to the database for ad-hoc reporting." Would the ability for the vendor's system to export this data into a comma-separated value (CSV) or other similar format for upload into the SBBC's reporting environment be sufficient, or does the SBBC require direct connectivity to the vendor's database?

ANSWER TO QUESTION #17:

The ability to export into CSV files is sufficient. The functionality to run "ad-hoc" queries must reside at the local level. All data fields must be available for export and reports must be customizable in stated fields to be selected and/or deselected as needed, depending on the need and focus of the report.

We will also require an account and password to access the vendor's site so that we can FTP the data into our environment.

➤ **QUESTION #18:**

If the proposing vendor's offering includes professional development and/or compliance related e-learning content, may the vendor include that as an optional offering in their proposal?

ANSWER TO QUESTION #18:

Yes, please include the additional functionality or available content in the proposal.

➤ **QUESTION #19:**

Will the SBBC please provide an estimate date on which the responses to vendor questions will be provided?

ANSWER TO QUESTION #19:

February 24, 2014

➤ **QUESTION #20:**

Because of the detailed nature of the RFP and included requirements, would the SBBC consider extending the deadline for responses by one week to provide vendors the time necessary to craft a thorough response?

ANSWER TO QUESTION #20:

Due to the necessity to implement the solution no later than June 30, 2014, extensions are not an option at this time.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

SUPPLY MANAGEMENT & LOGISTICS
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	ANN MURRAY
	DR. ROSALIND OSGOOD
	NORA RUPERT
	ROBERT W. RUNCIE
	<i>Superintendent of Schools</i>

February 27, 2014

ADDENDUM NUMBER 3

RFP No.: 14-067E

Professional Development Management Software System and Services

CALLED FOR: 2:00 pm, ET , February 27, 2014

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

1. Mandatory Proposer's Sign-In Sheet.

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 14-067E, Bidder certifies acceptance of this Addendum.

Sincerely,

Purchasing Agent III

Page 1 of 1 Page, ADDENDUM NUMBER 3, RFP 14-067E

BID/RFP NO: 14-067E

BID/RFP TITLE: PROFESSIONAL DEVELOPMENT MANAGEMENT SOFTWARE SYSTEM AND SERVICES
BID/RFP OPENING DATE: FEBRUARY 27, 2014PRESENT AT PROPOSERS CONFERENCE
FEBRUARY 12, 2014

COMPANY NAME, ADDRESS, PHONE, AND EMAIL	PRINT NAME	SIGNATURE
Learning Sciences Int 175 Cornell Rd Blairsville, PA 15717 724-459-2100 x187 J.MIBERT@LearningSciences.com	JOSEPH MIBERT	Joseph D. Mibert
DIRECT TECHNOLOGY GROUP 5101 NW 21 st FT. LAUDERDALE FL 33309	VON JANUARY RUDY BRAGA	Na
PEARSON 15846 SW 15th St. Pembroke Pines, FL 33027	NIQUALE COTTON	Niquale Cotton
Boca Vox 2500 Gables Circle #500 Norton, FL 33327	Sue Diskin 954-453-9705 sue@bocavox.com	Sue Diskin
Learning Sciences Int 175 Cornell Rd Blairsville, PA 15717 JENNIFER@LEARNINGSYSTEMS.com	JARROD RAO	Jarrold Rao
Gerald Florioy Pearson 13175 NW 9th	Gerald Florioy	Gerald Florioy
SBBC	Marcy Houser	Marcy Houser
SBBC	Valencia Dublin	Valencia Dublin

2 of 4

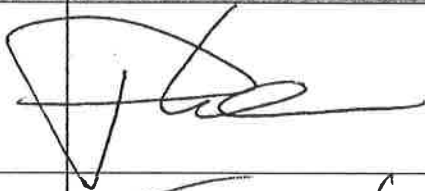
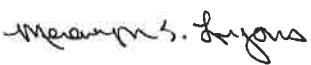
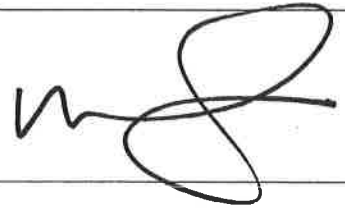
BID/RFP NO: 14-067E

BID/RFP TITLE: PROFESSIONAL DEVELOPMENT MANAGEMENT SOFTWARE SYSTEM AND SERVICES

BID/RFP OPENING DATE: FEBRUARY 27, 2014

PRESENT AT PROPOSERS CONFERENCE

FEBRUARY 12, 2014

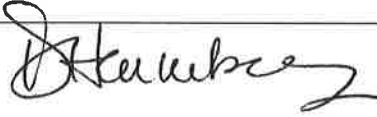
COMPANY NAME, ADDRESS, PHONE, AND EMAIL	PRINT NAME	SIGNATURE
CORNERSTONE ONDEMAND 1601 CLAREFIELD BLVD. SUITE 600S SANTA MONICA, CA 90404	PATRICK MACKELVIE (971) 235-8615 pmackelvie@csad.com	
Randa Solutions 5000 Meridian Blvd. Ste. 400 Franklin, TN 37067	Terry Smith (352) 516-6887 Terry.Smith@Randasolutions.com	
Learning Sciences International 175 Cornell Road Blairsville, PA 15717 724-459-2100 ext 117 llyons@learningciences.com	Merwyn Lyons	
11	Suzy Purpara Sunny Purpara	
My Learning Plan Inc. 3586 Potter Park Drive SAFASOTA FL 34238 sales@mylearningplan.com	Thomas Murphy (631) 859-9770	
SBBC	Vanessa Williams	
SBBC	Monica Priarachi	
SBBC	Bette Zippin	

3 of 4

BID/RFP NO: 14-067E

BID/RFP TITLE: PROFESSIONAL DEVELOPMENT MANAGEMENT SOFTWARE SYSTEM AND SERVICES
 BID/RFP OPENING DATE: FEBRUARY 27, 2014

PRESENT AT PROPOSERS CONFERENCE
 FEBRUARY 12, 2014

COMPANY NAME, ADDRESS, PHONE, AND EMAIL	PRINT NAME	SIGNATURE
Truenorthlogic DAN TANNER 8180 S. 700 EAST SUITE 250 SANDY, UT 84070 dtanner@truenorthlogic.com	DAN TANNER dtanner@truenorthlogic.com	
SBBC	Deborah Henneberg	
SBBC	Bethany Fee	
SBBC	Megan Burden	
SBBC	MARIA WAGNER	
SBBC	Alex Macri	

**PRESENT AT PROPOSERS CONFERENCE
FEBRUARY 12, 2014**

COMPANY NAME, ADDRESS, PHONE, AND EMAIL	PRINT NAME	SIGNATURE
Melissa Megna SBBC	Melissa Megna	Melissa Megna
SBBC	Claudia Ranger	Claudia R.
SBBC	Michelle Bryant Wilcox	Michelle Bryant Wilcox

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 5/6/2014	<table style="width: 100%;"><tr><td style="text-align: center; width: 50%;">Open Agenda ☒ Yes ☐ No</td><td style="text-align: center; width: 50%;">Special Order Request ☐ Yes ☒ No</td></tr></table>	Open Agenda ☒ Yes ☐ No	Special Order Request ☐ Yes ☒ No	Agenda Item Number EE-3
Open Agenda ☒ Yes ☐ No	Special Order Request ☐ Yes ☒ No			

TITLE: Professional Development Management System							
REQUESTED ACTION: Approve the Agreement with My Learning Plan, Inc., for a Professional Development Management System (PDMS) tool for the District.							
SUMMARY EXPLANATION AND BACKGROUND: The School Board of Broward County, Florida (SBBC) issued a Request for Proposal (RFP) to obtain bids from qualified vendors to provide a dedicated Professional Development Management Software System (PDMS) to manage, track, and outline professional development opportunities via a comprehensive single, sign-on system for searching, registration, documentation, and compliance participation for all internal certificated and non-certificated users and external users including charter schools. A system that is personalized and differentiated provides professional development built on talent management, assesses the efficacy of teacher, administrator, and district-level professional development/training tied to student outcomes and includes multiple delivery models anchored in innovative technology. The District was interested in a solution that was most responsive and met the requirements as specified in the RFP. The term of this Agreement will conclude June 30, 2018. The proposed system will meet all of the minimum requirements for Section 4.0 Facilitator Profile of the Local Instructional Improvement Systems as defined by Race to the Top. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.							
SCHOOL BOARD GOALS: ☒ •Goal 1: High Quality Instruction ☒ •Goal 2: Continuous Improvement •Goal 3: Effective Communication							
FINANCIAL IMPACT: The financial impact is \$1,377,000. The funding source is Race to the Top grant funding under Amendment 15-MOU 6.							
EXHIBITS: (List) 1. Executive Summary 2. Propose Agreement 3. RFP 14-067E							
BOARD ACTION: APPROVED (For Official School Board Records' Office Only)	SOURCE OF ADDITIONAL INFORMATION: <table style="width: 100%;"><tr><td style="width: 70%;">Dr. Elisa Calabrese</td><td style="width: 30%;">754-321-5044</td></tr><tr><td>Ruby Crenshaw</td><td>754-321-0501</td></tr></table> <table style="width: 100%;"><tr><td style="width: 70%;">Name</td><td style="width: 30%;">Phone</td></tr></table>	Dr. Elisa Calabrese	754-321-5044	Ruby Crenshaw	754-321-0501	Name	Phone
Dr. Elisa Calabrese	754-321-5044						
Ruby Crenshaw	754-321-0501						
Name	Phone						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods *MLW*
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on:

MAY 06 2014

By:

Form #4189

Revised 12/12

RWR/MLW/EC/RC:sb



School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of May, 2014,
by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

My Learning Plan, Inc

(hereinafter referred to as "VENDOR"),
whose principal place of business is
8586 Potter Park Drive
Sarasota, FL 34238

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-067E, Professional Development Management Software System and Services (hereinafter referred to as "RFP"), dated February 4, 2014, and amended by Addendum No. 1 dated February 10, 2014, Addendum No.: 2 dated February 24, 2014 and Addendum No.: 3 dated February 27, 2014, each of which is incorporated by reference herein, for the purpose of receiving proposals for Professional Development Management Software System and Services; and

WHEREAS, SBBC desires to purchase goods and services from the VENDOR; and

WHEREAS, the VENDOR submitted a proposal on February 27, 2014, including a Cost Proposal, in response to the RFP, (hereinafter collectively referred to as "PROPOSAL"), which are incorporated herein by reference..

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2018.

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

- First: This Agreement; then
- Second: Addendum No. 3 to RFP 14-067E; then
- Third: Addendum No. 2 to RFP 14-067E; then
- Fourth: Addendum No. 1 to RFP 14-067E; then
- Fifth: RFP 14-067E - Professional Development Management Software System and Services; then
- Sixth: Proposal submitted by VENDOR in response to RFP 14-067E.

2.03 **Services.** The VENDOR will provide services to SBBC as specified in VENDOR's PROPOSAL.

2.04 **Pricing.** Pricing for items as specified in the RFP shall be based upon VENDOR's PROPOSAL.

2.05 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

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

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of schools
	The School Board of Broward County, Florida

600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Talent Development Officer
The School Board of Broward County, Florida
3531 Davie Road
Davie, Florida 33314

CIO, Information and Technology
The School Board of Broward County
7720 West Oakland Park Blvd.
Sunrise, Florida 33351

To VENDOR: My Learning Plan Inc.
8586 Potter Park Drive
Sarasota, Fl. 34238

With a Copy to: Jennifer Walter, Vice President
My Learning Plan Inc.
8586 Potter Park Drive
Sarasota, Fl. 34238

2.07 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend **SBBC**, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which **SBBC**, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by **SBBC**; or the negligence of **VENDOR** or the negligence of **VENDOR**'s agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including **SBBC**'s property, and injury or death of any person whether employed by **VENDOR**, **SBBC** or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to **SBBC** retirement, leave benefits or any other benefits of **SBBC** employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. **SBBC** shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all goods and services provided through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. \

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that

law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonable susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward county, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit or Attachment attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

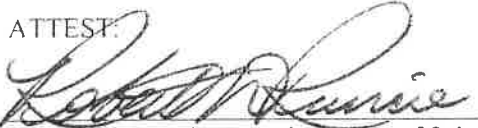
FOR SBBC

(Corporate Seal)

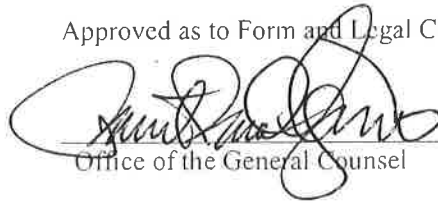
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

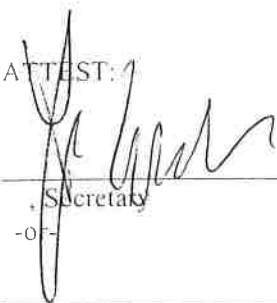
Approved as to Form and Legal Content:

 04/07/14
Office of the General Counsel

FOR My Learning Plan

(Corporate Seal)

ATTEST:

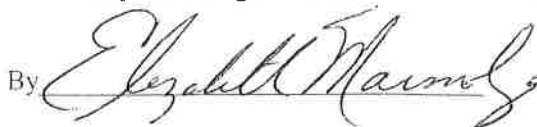


Secretary
-o-

Witness

Witness

My Learning Plan, Inc.

By 

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 3rd day of April, 20 14 by Elizabeth Marmolejo of

Name of Person

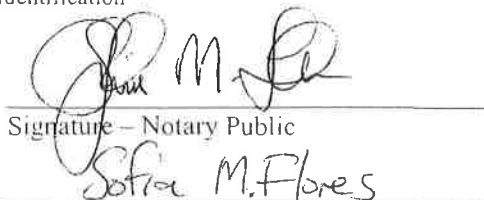
My Learning Plan, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced NYS Driver's License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 8/29/2017



Signature - Notary Public
Sofia M. Flores

Printed Name of Notary

(SEAL)

SOFIA M. FLORES
Notary Public, State of New York
No. 01FL6132690
Qualified in Nassau County
Commission Expires Aug. 29, 20 17

01FL6132690
Notary's Commission No.



Innovate. Work. Life.

Frontline Technologies Group LLC
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May 15, 2015

School Board of Broward County
Attn: James Williams
Procurement & Warehousing Services
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351

Dear Mr. Williams:

In reference to your contract with My Learning Plan, **Board Approved Agenda Item EE-3 05/06/2014 SBBC #14-067E**. The letter is to inform you that on May 1, 2015, Frontline Technologies Group, LLC purchased the business of My Learning Plan, Inc. and Form Hog Inc. My Learning Plan is well known for its professional development management system, educator evaluation system, evaluator training system and other tools to support professional learning. Acquired products include MyLearningPlan PDMS, MyLearningPlan OASYS, MyLearningPlan WebReg, ETS Classroom Video Library and Form Hog.

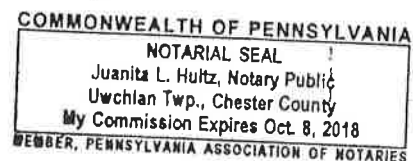
Attached to this letter are excerpts from the purchase agreement and the press release announcing the transaction. Please keep in mind that the details of this transaction are confidential. If you require additional information, please email me at dhoffman@frontlinetechnologies.com or I can be reach by phone at (610) 727-0474.

Sincerely,

David Hoffman
Controller & Treasurer

Juanita L. Hultz

Notary Public



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Frontline Technologies Group LLC		
Business name/disregarded entity name, if different from above		
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) P ☐ Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 1400 Atwater Drive City, state, and ZIP code Malvern, PA 19355	Requester's name and address (optional)	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

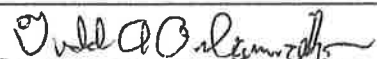
Social security number								
			-					
Employer identification number								
4	6	-	5	1	2	5	9	3 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1. 14. 15
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General Instructions

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

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

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

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.