



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

MEETING DATE	Feb 18 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

ITEM No.:
EE-1.

TITLE:
Bid Recommendation of \$500,000 or Less - 15-038R - Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services

REQUESTED ACTION:
Approve the recommendation to award for the above contract. Contract Term: February 19, 2015, through June 30, 2018 (3 Years, 4 Months); User Department: Employment Services (formerly Personnel Records); Award Amount: \$60,000; Vendor(s) Awarded: Strategic Cost Control, Inc. d/b/a Corporate Cost Control, Inc.; M/WBE Vendor(s): A.M. Gonzalez (Hispanic American).

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida (SBBC) received three (3) proposals for 15-038R - Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services: Barnett Associates, Inc.; Corporate Cost Control, Inc.; and TALX/Equifax.
See Supporting Docs for continuation of Summary Explanation and Background.
A copy of the RFP documents are available online at:
[http://www.broward.k12.fl.us/supply/docs/contracts/15-038R Unemployment Comp Services.pdf](http://www.broward.k12.fl.us/supply/docs/contracts/15-038R%20Unemployment%20Comp%20Services.pdf)
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 estimated financial impact will be \$60,000 for the 3-year, 4-month contract term.
See Supporting Docs for continuation of Financial Impact.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Continuation of Financial Impact (3) Agreement (4) Recommendation Tabulation (5) Financial Analysis Worksheet (6) MWBE Participation (7) Supplier Evaluation

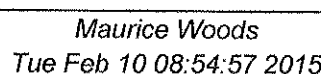
BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

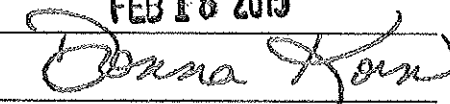
SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Dildra Martin-Ogburn	Phone: 754-321-3108
Name: Ms. 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
 Tue Feb 10 08:54:57 2015

Approved In Open Board Meeting On: **FEB 18 2015**
 By: 
 School Board Chair

Bid Recommendation of \$500,000 or Less

15-038R – Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services

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CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

Corporate Cost Control, Inc. (CCC) d/b/a Corporate Cost Control, Inc., on behalf of The School Board of Broward County, Florida (SBBC), shall serve as the designated Agent of Record for unemployment and employment verifications. SBBC staff will work directly with CCC to assist with data collection and data verification for processing all unemployment compensation claims, decisions, appeals, and hearings for SBBC. SBBC staff will work directly with CCC to gather data for the purpose of providing necessary claimant separation details to appropriate state agencies. CCC will audit all unemployment benefit charge statements seeking corrections and adjustments to correct SBBC's unemployment accounts. Under this contract, a new service will be provided by CCC to conduct income and employment verification services (www.cccverify.com) which allows for the employee, private, and public entities to request wage and employment information.

CCC will provide M/WBE participation during its performance of services under this Agreement by using A.M. Gonzalez, a certified SBBC M/WBE, to provide unemployment hearing consulting services as set forth in their proposal; percentage of participation will be 24 percent. CCC will contribute \$500 annually for scholarships to minority students through the Broward Education Foundation.

The following information is historical District data on unemployment compensation:

Fee History - The School Board of Broward County, Florida, paid \$24,000 for each year of service under RFP 10-020V for the past five years with TALX/Equifax, resulting in a total 5-year expense of \$120,000.

Annual Claims Experience:	2011 = 3,200 2012 = 1,700 2013 = 1,400
Annual Number of Appeal Hearings:	2011 = 188 2012 = 90 2013 = 75
Current Number of Active Employees: (full-time, part-time, temporary, substitutes, and student workers)	41,000 (approximately)
Historical District Data on Annual Employment/Income Verifications:	2011 = 5,637 2012 = 5,710 2013 = 6,422

Current Contract – RFP 10-020V expired on June 30, 2014. There was a delay in revising the specifications on RFP 15-038R which prevented the contract to be awarded on time. In accordance with School Board Policy 3320, Part II (B), this service continued on a monthly basis at a cost of \$2,000 per month until a new contract is awarded.

Bid Recommendation of \$500,000 or Less
15-038R – Employment/Income Verification and Unemployment Compensation Administrative and
Cost Control Services
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CONTINUATION OF FINANCIAL IMPACT

The annual financial impact is \$18,000 annually. The funds are allocated in the District's budget. The new contract will have a cost savings of \$6,000 annually, representing an annual savings of 25 percent. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the bid award amount.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of February, 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

STRATEGIC COST CONTROL, INC.
D/B/A CORPORATE COST CONTROL, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
50 Nashua Road, Suite #2
Londonderry, New Hampshire 03053

WHEREAS, SBBC issued a Request for Proposal identified as RFP 15-038R – Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services (hereinafter referred to as "RFP"), dated September 4, 2014 and amended by Addendum No. 1, dated September 23, 2014 all of which are incorporated by reference herein, for the purpose of receiving proposals for Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services; and

WHEREAS, VENDOR offered a proposal dated October 1, 2014, (hereinafter referred to as "Proposal" which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR is willing to provide Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services to SBBC; 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

1.01 **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 of both parties** and conclude on **June 30, 2018**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

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

- First: This Agreement, then;
- Second: Addendum No. 1, then;
- Third: RFP 15-038R – Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services; then
- Fourth: Proposal submitted in response to the RFP by VENDOR.

2.03 **Services and Deliverables.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addendum and as specified in **Attachments A and B**.

2.04. **Cost of Services.** SBBC will pay VENDOR for services rendered under this Agreement in accordance with the following schedule:

Single Annual Cost for services to include all services and deliverables is \$18,000 per year (\$1,500/month), \$60,000 Total Cost for 40 months. VENDOR will guarantee 97% compliance and 96% win rate with regard to the Unemployment Compensation Administrative and Cost Control Services. If VENDOR does not meet these benchmarks VENDOR will refund 25% of VENDOR's annual cost.

2.06 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract Agreement by using A.M. Gonzalez, a certified M/WBE #7007-7032-07, to provide unemployment hearing consulting services and as set forth in VENDOR's proposal. The percentage of participation will be 24%. VENDOR will contribute \$500 annually for scholarships to minority students through the Broward Education Foundation.

2.07 **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.

ARTICLE 2 – SPECIAL CONDITIONS

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any 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.

ARTICLE 2 – SPECIAL CONDITIONS

2.08 **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: Supervisor, Personnel Records
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., 1st Floor
Sunrise, Florida 33351

To VENDOR: Corporate Cost Control, Inc.
50 Nashua Road
Londonderry, New Hampshire 03053

With a Copy to: Tim Rooney, President
Corporate Cost Control, Inc.
201 N. New York Avenue, #201
Winter Park, Florida 32789

2.09 **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 from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

2.10 **Liability.** 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.

ARTICLE 3 – GENERAL CONDITIONS

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. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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.

ARTICLE 3 – GENERAL CONDITIONS

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 as 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 Agreement 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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

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.

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.

ARTICLE 3 – GENERAL CONDITIONS

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 nor 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.** **Attachments A and B** 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.

ARTICLE 3 – GENERAL CONDITIONS

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 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **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 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 01/09/15
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

**STRATEGIC COST CONTROL, INC.
D/B/A CORPORATE COST CONTROL, INC.**

ATTEST:

By *Will [Signature]*

_____, Secretary

Witness *[Signature]* or- *[Signature]*

Witness *[Signature]*

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 Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 22nd day of December, 2014 by William C. Cooper of

Strategic Cost Control, Inc, on behalf of the corporation/agency.

He/She is personally known to me or produced FL. DL. C 160-923-88-130-0 as identification and did/did not first take an oath.

My Commission Expires: NOV. 30, 2018

[Signature]
Signature - Notary Public

Gladys Arango
Printed Name of Notary

7603551
Notary's Commission No.

(SEAL)

GLADYS VIVIANA ARANGO CHAVEZ
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES NOV. 30, 2018
COMMISSION # 7603551

SCOPE OF SERVICES

1. VENDOR shall process all unemployment compensation claims submitted by SBBC at the time of filing and present reasons for claimant termination to the appropriate state agency office.
2. VENDOR shall work within the guidelines of the Trade Adjustment Assistance Act of 2011 (Unemployment Insurance Integrity Law)
3. VENDOR must comply with the Florida Department of Economic Opportunity (DEO) Connect system.
4. VENDOR shall provide a professional representative to attend all hearings (by telephone or in person) unless excused by SBBC on a case by case basis at the sole discretion of SBBC.
5. VENDOR shall follow through on all protested claims and unprotested claims, and provide complete administrative services for all matters relating to the same, dealing directly with the state agency on behalf of SBBC.
6. VENDOR shall serve as the designated Agent of Record/Power of Attorney with SBBC, providing an address of record for receipt of all benefit claim forms and hearing notices and related documents for Unemployment Compensation Services. Awardee will file the form with the appropriate government agency. Agent of Record/Power of Attorney shall only be in effect for the term of the contract or unless terminated earlier per Section 3.05 of this Agreement. (See **Attachment H** of the RFP)
7. VENDOR shall review evidence to be presented in support of SBBC's position at appeal and review strategies to pursue in the appeal hearing.
8. VENDOR shall assure all documentary evidence is provided to SBBC representatives prior to the stated deadline.
9. VENDOR shall forward SBBC documents to State DEO at the initial claim process to be entered as exhibits to SBBC and other required parties in sufficient time prior to the appeal hearing.
10. VENDOR shall assertively pursue all contacts to schedule all telephone hearings. Assure all will be in place at appointed time.
11. VENDOR shall use an employment/income verification service as provided in **Attachment G** of the RFP.
12. VENDOR is able to meet the delivery requirements in **Attachment F** of the RFP.
13. VENDOR will utilize the SaaS (Cloud) provider model and provide data migration as stated in their Proposal under Section 4.4.2.13, Page 41 at no additional cost to SBBC.
14. VENDOR will provide a system's user account and access management strategy as stated in their Proposal, Section 4.4.2.14, Page 41.
15. VENDOR will not impose storage limits or income/employment information to SBBC.

SCOPE OF SERVICES

16. VENDOR shall provide system's physical security measures to safeguard it's servers as outlined in their Proposal, Section 4.4.2.16, Pages 45 and 46.
17. VENDOR shall provide system's intrusion prevention and detection capabilities as outlined in their Proposal, Section 4.4.2.17, Page 46.
18. VENDOR shall provide services and data recovery in the event of a disaster as outlined in their Proposal, Section 4.4.2.18, Page 46 through 51.
19. Employees can access VENDOR's website and obtain two free verifications per year. In addition, VENDOR will provide twenty-five (25) free vouchers annually, to SBBC, for disbursement as they see fit. Unused vouchers will expire at the term of the contract.
20. VENDOR shall not resell employment information to third parties.
21. VENDOR shall update SBBC on changes in laws and/or regulations pertaining to applicable unemployment compensation laws.
22. VENDOR shall provide training and/or education materials to ensure SBBC staff assigned responsibility for overall day-to-day management of SBBC's unemployment compensation program are properly trained.
23. VENDOR shall offer at least two local workshops per year for SBBC personnel to advise them of responsibilities and potential liabilities associated with handling matters related to unemployment issues, at Awardee's cost.
24. VENDOR shall, when applicable, send tax alerts, bulletins, and quarterly unemployment newsletters.
25. VENDOR shall place all claims under individual audit for the full duration of the benefit year to control the accuracy of the benefit payments and the proper application of the governing regulatory provisions.
26. VENDOR shall review individual claimant's wage reports and record such data as may be required for future audit of benefit charges.
27. VENDOR shall audit all statements of benefit charges.
28. VENDOR shall review each quarterly contribution report when a copy is submitted by SBBC.
29. VENDOR shall seek corrections and adjustments in SBBC's unemployment account(s) for all illegal, erroneous and excessive charge entries.
30. VENDOR shall maintain an accounting of all benefit charges, tax credits and adjustments to SBBC's unemployment account(s).

SCOPE OF SERVICES

31. VENDOR shall consult with SBBC whenever necessary or requested to give advice and recommendations on personnel and administrative procedures pertinent to the control and reduction of unemployment compensation costs.
32. VENDOR shall inform SBBC of significant alternations of the applicable unemployment compensation statutes, regulations and interpretations thereof, which may require procedural and/or policy changes relative to SBBC's personnel or accounting practices.
33. As the need arises and as requested, VENDOR shall assist SBBC in developing personnel policies which are in keeping with sound practice, with statutory limitations, and evaluate the need for utilizing such policies in the reduction of unemployment compensation costs.
34. VENDOR shall provide quarterly and annual reports, in hard copy and editable electronic online formats giving detailed summary data on all unemployment related activity to SBBC. (See **Attachment B** of this Agreement)

DELIVERABLES

VENDOR shall provide quarterly and annual reports, in hard copy and manipulative able electronic online formats giving detailed summary data on all unemployment related activity to SBBC. These reports must be delivered or made available to: The School Board of Broward County, Florida, Personnel Records, 7720 W. Oakland Park Blvd., Suite 101A, Sunrise, Florida 33351-6704. These reports are due within 10 days of each period ending date. These reports shall describe the unemployment experience of SBBC's account, indicate the results of the proposer's activities on behalf of SBBC, and provide a basis for evaluating the services provided by the proposer. At a minimum, these reports must include a statistical summation printout citing total claims activity and benefit cost allocations. The summation printout should include, but not be limited to:

- ✓ The total number of claims under audit (new claims and claims initiated during previous contract periods).
- ✓ The amount of benefit charges that were eliminated from being assigned to the account.
- ✓ The potential liability avoided through protest of claims during the contract period.
- ✓ The number of new claims successfully protested.
- ✓ The percentage of new claims protested.
- ✓ State agency overcharges errors uncovered by audit.
- ✓ List the number of hearings, number of hearings attended and number of hearings coached (all levels).
- ✓ Total benefit charges to the account for the current as well as the previous tax rating period.
- ✓ Protested claims listings (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title and potential liability.
- ✓ U.C. claims activity – Assigned claims and charges (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title, separation code, potential liability, previous and current tax rating period charges, as well as credits.
- ✓ U.C. claims activity – Charges under protest (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title, separation code and the previous and current tax rating period protested charges.
- ✓ Description of termination and other codes.
- ✓ Summary of State of Florida Quarterly Benefit Charges.

The School Board of Broward County, Florida
Procurement & Warehousing Services

RFP No.: 15-038R Tentative Board Meeting Date*: FEBRUARY 18, 2015

Description: EMPLOYMENT/INCOME VERIFICATION AND UNEMPLOYMENT COMPENSATION ADMINISTRATIVE AND COST CONTROL SERVICES Notified: 46 Downloaded: 13

For: PERSONNEL RECORDS RFP Rec'd: 3 No Bids: 0
(School/Department)

Fund: GENERAL FUND RFP Opening: OCTOBER 7, 2014

Advertised Date: SEPTEMBER 4, 2014

Award Amount: \$60,000

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **OCTOBER 27, 2014 @ 3:00 PM**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the RFP, is in effect until this RFP is approved by SBBC. The School Board meeting date stated above is a tentative date. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION/TABULATION

THREE PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 15-038R. THE PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE MEMBERS CONSISTING OF:

LULA P. TAYLOR - SUPERVISOR, PERSONNEL RECORDS
DR. DILDRA MARTIN-OGBURN - EXECUTIVE DIRECTOR, BENEFITS DEPARTMENT
MARY MULDER - DIRECTOR, FOOD & NUTRITION SERVICES DEPARTMENT
THOMAS P. CAMBELL - MANAGER, BUSINESS APPLICATIONS (IT)

M/WBE ADVISOR: COLLEEN ROBBS, SUPPLIER DIVERSITY & OUTREACH PROGRAM COORDINATOR

BASED UPON THE COMMITTEE'S RECOMMENDATION AND SECTION 5.5 OF THE RFP, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE TOP RANKED PROPOSER WHO HAS COMPLIED WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE RFP.

CORPORATE COST CONTROL, INC.

THIS AWARD WILL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT.

CONTRACT PERIOD: FEBRUARY 19, 2015 THROUGH JUNE 30, 2018

By:  Date: 10/27/14
(Purchasing Agent)

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

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

EMPLOYMENT/INCOME VERIFICATION AND UNEmployment COMPENSATION ADMINISTRATIVE AND COST CONTROL SERVICES

15-038R - Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services	Maximum Points	Lula P. Taylor	Dr. Dildra Martin-Ogburn	Mary B. Mulder	Thomas P. Campbell	AVERAGE POINTS
EXPERIENCE AND QUALIFICATIONS	35					
Barnett Associates, Inc.		33	33	29	34	32
Corporate Cost Control, Inc.		34	34	32	35	34
TALX Corp./Equipax Workforce Solutions		35	34	33	34	34
SCOPE OF SERVICES	40					
Barnett Associates, Inc.		30	36	37	37	35
Corporate Cost Control, Inc.		34	38	38	39	37
TALX Corp./Equipax Workforce Solutions		39	39	38	40	39
COST OF SERVICES	15					
Barnett Associates, Inc.		14	14	14	14	14
Corporate Cost Control, Inc.		15	15	15	15	15
TALX Corp./Equipax Workforce Solutions		11	11	11	11	11
M/WBE PARTICIPATION	10					
Barnett Associates, Inc.		0	0	0	0	0
Corporate Cost Control, Inc.		1	1	1	1	1
TALX Corp./Equipax Workforce Solutions		0	0	0	0	0
TOTAL SCORE	100					
Barnett Associates, Inc.						81
Corporate Cost Control, Inc.						87
TALX Corp./Equipax Workforce Solutions						84

FINANCIAL ANALYSIS WORKSHEET

Buyer/PA: Chuck High	Preparation Date: January 9, 2015
Bid Number: 15-038R	
Bid Title: Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services	
Award Amount: \$60,000	
CURRENT BID #: 10-020V	
Award Period:	10/20/09 -- 6/30/14 (57 Months)
Original Award Amount:	\$ 120,000
SAP REPORT:	
Report Date:	1/09/15
Amount of Purchase Orders:	\$ 96,000
Invoiced-to-Date Amount:	\$ 90,000
Average Monthly Expenditure:	\$ 1,579 / Month
AWARDED VENDORS	
AMOUNT SPENT	
TALX/Equifax Corporation	\$90,000

The School Board of Broward County, Florida
(SBBC)

Request for Proposal (RFP) 15-038R
Employment/Income Verification and Unemployment Compensation Administrative and Cost Control Services

Recommended Awardee	Certification Number	Expiration Date	Ethnicity	Gender	M/WBE Sub-Consultant Participation	SBBC Scholarship Foundation Commitment to Minority Students
Corporate Cost Control, Inc.	7007-7032	12/17/2017	Hispanic American	Female	Anna Marie Gonzalez d/b/a A.M. Gonzalez has been allocated 24% M/WBE participation.	Committed to \$500 per contract year.

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
 Technology and Support Services Center
 7720 West Oakland Park Boulevard, Sunrise, Florida 33351
 For assistance with this form, please contact (754) 321-0527 or
 E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: TALX/Equifax Corporation
 Supplier Contact: David Meinert
 Contact Telephone: 800-366-6660

Bid No.: 10-020V Purchase Order No.: Various

What was the product / service? Provides Unemployment Compensation Administrative and Cost Control Services

1. How do you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery as Scheduled or Promised	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. How satisfied are you with the supplier?

1	2	3	4
Not Satisfied <input type="checkbox"/>	Somewhat Satisfied <input type="checkbox"/>	Satisfied <input checked="" type="checkbox"/>	Very Satisfied <input type="checkbox"/>

3. Will you use them again? Yes No

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with Specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Price as Compared to Similar Products/Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Would you purchase this product or use this vendor again?

1	2	3	4
Very Unlikely <input type="checkbox"/>	Unlikely <input type="checkbox"/>	Probably <input checked="" type="checkbox"/>	Definitely <input type="checkbox"/>

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: _____

Evaluation Form Completed By:

Name / Title: Lula P. Taylor, Supervisor
 School / Department: Employment Services (formerly Personnel Records)
 Contact Telephone: 754-321-0130

Participant's Signature: *Lula P. Taylor* Date: 1/2/15

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