

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ADDED ITEM

| | | | |
|--------------------------|---|---|----------------------------|
| Meeting Date 12/17/13 | <u>Open Agenda</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <u>Special Order Request</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Agenda Item Number EE-5 |
|--------------------------|---|---|----------------------------|

TITLE:
 Request for Proposals (RFP) 14-049V Recommendation - External Independent Review of Services for Exceptional Student Education Department

REQUESTED ACTION:
 Approve the RFP recommendation as stated on the attached award recommendation and Agreement between The School Board of Broward County, Florida, and Evergreen Solutions, LLC.

| <u>RFP</u> | <u>TITLE</u> | <u>LOCATION</u> | <u>AMOUNT</u> | <u>M/WBE VENDORS</u> |
|------------|---|-------------------------------|---------------|--|
| 14-049V | External Independent Review of Services for Exceptional Student Education (ESE) Department Contract period: December 18, 2013 through April 30, 2014 | Exceptional Student Education | \$200,000 | Evergreen Solutions, LLC (White Female M/WBE: Tallahassee, FL) |

SUMMARY EXPLANATION AND BACKGROUND:
 The School Board of Broward County, Florida (SBBC), received proposals for external independent auditing services for the ESE Department. The Awardee shall provide a comprehensive review of programs and services provided to students with disabilities and shall submit all findings, and provide a comprehensive report and recommendations to the Superintendent or designee, based upon the study.

Board approval of this RFP recommendation does not mean the amount shown will be spent. This amount represents the estimated contract value and purchases may be made through the term of this contract from available funds already included in the department's budget.

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:
 All expenditures for this contract will come from the existing approved department budget. Staff will provide a report to the School Board semi-annually detailing expenditures by contract.

EXHIBITS: (List)

1. Executive Summary
2. Proposed Agreement
3. RFP 14-049V

| | | |
|-----------------|--|--------------|
| APPROVED | SOURCE OF ADDITIONAL INFORMATION: | |
| | Name | Phone |
| | Kathrine Francis | 754-321-2560 |
| | Carol Barker | 754-321-0506 |

(For Official School Board Records' Office Only)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Maurice L. Woods
 Chief Strategy & Operations Officer *M.L.W.*
 Office of Strategy & Operations

DEC 17 2013

Approved in Open Board Meeting on: _____

By:  School Board Chair

EXECUTIVE SUMMARY

| | |
|----------------------------------|--|
| Contract | Request for Proposals (RFP) 14-049V Recommendation – External Independent Review of Services for Exceptional Student Education Department |
| Timeline | December 18, 2013 - April 30, 2014 |
| Financial Impact Statement | \$200,000 – All expenditures for this contract will come from the existing approved department budget. |
| Managing Department | Exceptional Student Education & Support Services |
| Source of Additional Information | Kathrine Francis, Executive Director, ESE & SS |

| | |
|--|--|
| <p>Project Description</p> <p>External Independent Review of Services for the Exceptional Student Education Department</p> | <p>It is the District’s vision to create a learning environment that supports and assists our students with disabilities in reaching their maximum potential. In order to reach the goals set forth for the District, and our students with disabilities and needs outlined in their Individualized Educational Plan (IEP), we must ensure that all aspects of programs and services are provided with consistency and communicated effectively.</p> <p>With parent, community, school, and District input, a scope of work was defined as necessary areas to be reviewed. It is this input, along with internal data reviews and District events, where the community has voiced concerns which support the participation in a comprehensive review of all aspects of the exceptional student education services.</p> <p>The review will highlight our strengths and identify areas of improvement of all programs, services, curriculum, processes, and communication between all stakeholders. Within the review will be a District comparison to other similar districts throughout the state and nationally. The comparisons will challenge our District to improve and compete among the highest performing districts.</p> <p>The review process provides the District with recommendations and suggestions for improvement. We will consider and review the recommendations to identify three major growth areas. It is our intent to share the recommendations with all stakeholders and to collaboratively develop an action plan for the 2014-2015 school year. Our ultimate goal is to improve the functions and services within the Division of Exceptional Student Education to meet the needs of our students with disabilities.</p> |
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AGREEMENT

THIS AGREEMENT is made and entered into as of this 17th day of December, 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

EVERGREEN SOLUTIONS, LLC
(hereinafter referred to as "EGS"),
whose principal place of business is
2878 Remington Green Circle
Tallahassee, Florida 32308

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-049V, External Independent Review of Services for the Exceptional Student Education (ESE) Department (hereinafter referred to as "RFP"), dated September 19, 2013 and amended by Addendum No. 1, dated October 3, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for an external independent review of services for the Exceptional Student Education (ESE) Department; and

WHEREAS, SBBC is desirous of obtaining the services by EGS for providing a comprehensive review of programs and services provided to students with disabilities and shall submit all findings, provide comprehensive reports and recommendations to the Superintendent based upon the study; 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 on **December 18, 2013** and conclude on **April 30, 2014**.

ARTICLE 2 – SPECIAL CONDITIONS

2.04 **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 14-049V – External Independent Review of Services for Exceptional Student Education (ESE) Department; then
- Fourth: Proposal submitted in response to the RFP by EGS.

2.05 **Deliverables.** EGS agrees to provide SBBC with the Scope of Services as described in **Attachment A**.

2.06 **Cost of Services.** SBBC shall pay EGS for services rendered under this Agreement at a flat fee of \$200,000 that includes all out-of-pocket costs for all services as stated in **Attachment A**. Within the total cost of \$200,000, a cost of \$2,100 for a parent survey and \$8,000 for national comparisons are included.

2.07 **M/WBE Participation.** EGS is a Certified WBE White Female, Tallahassee, Florida with SBBC, Certificate #7007-5955-06.

2.08 **Inspection of EGS's Records by SBBC.** EGS 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 EGS'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 EGS or any of EGS's payees pursuant to this Agreement. EGS'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. EGS'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) **EGS's Records Defined.** For the purposes of this Agreement, the term "EGS'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.

ARTICLE 2 – SPECIAL CONDITIONS

(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 EGS'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 EGS pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide EGS 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 EGS'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 EGS 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 EGS'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 EGS in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by EGS. If the audit discloses billings or charges to which EGS is not contractually entitled, EGS 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. EGS 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 EGS 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 EGS pursuant to this Agreement and such excluded costs shall become the liability of EGS.

(h) Inspector General Audits. EGS 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.

2.09 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:

ARTICLE 2 – SPECIAL CONDITIONS

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 S.E. 3rd. Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director
Exceptional Student Education & Support Services
The School Board of Broward County, Florida
1701 N.W. 23rd Avenue
Fort Lauderdale, Florida 33311

To EGS: Dr. Linda Recio
Evergreen Solutions, LLC
2878 Remington Green Circle
Tallahassee. Florida 32308

2.10 **Background Screening**: EGS 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 EGS or its personnel providing any services under the conditions described in the previous sentence. EGS 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 EGS and its personnel. The parties agree that the failure of EGS 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. EGS 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 EGS'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 EGS: EGS 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

ARTICLE 2 – SPECIAL CONDITIONS

products, goods or services furnished by EGS, its agents, servants or employees; the equipment of EGS, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of EGS or the negligence of EGS'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 EGS, 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 EGS of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay EGS for all services rendered 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

ARTICLE 3 – GENERAL CONDITIONS

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.

ARTICLE 3 – GENERAL CONDITIONS

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.

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.

ARTICLE 3 – GENERAL CONDITIONS

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.

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.

ARTICLE 3 – GENERAL CONDITIONS

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:


Office of the General Counsel

FOR EGS

(Corporate Seal)

EVERGREEN SOLUTIONS, LLC

ATTEST:

Jacqueline Barnes
_____, Secretary

By [Signature]_____

Kelly [Signature]
_____,
Witness

[Signature]
_____,
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 Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 9th day of December, 2013 by Dr. Linda Recio of Evergreen Solutions, 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:

10/23/15

Jacqueline Barnes

Signature - Notary Public

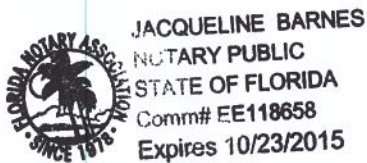
(SEAL)

Jacqueline Barnes

Printed Name of Notary

EE118658

Notary's Commission No.



DELIVERABLES

Scope of Services

1. EGS shall review the efficiency and effectiveness of the District and school staffing alignment, roles and responsibilities. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
2. EGS shall review the efficiency and effectiveness of District support to schools. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
3. EGS shall review the efficiency and effectiveness of support services for students with disabilities. Upon completion of the review, EGS will submit findings, reports and recommendations to the Superintendent of Schools or designee.
4. EGS will review utilization of federal, local and state special education funds.
5. EGS shall review the efficiency and effectiveness of special education related services (i.e. speech, occupational therapy, physical therapy and transportation) provided by the District and schools. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
6. EGS shall review the efficiency and effectiveness of District and school-based communication to all stakeholders (families, schools, community and District). Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
7. EGS shall review the efficiency and effectiveness of District and school-based professional development for administration, teachers and support staff. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
8. EGS shall review the efficiency and effectiveness of District and school-based parent training, parent engagement activities and development of parent partnerships. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee. Parent sampling shall include survey input from ESE Advisory Executive Board Members and two parents from each school identified by the Principal in addition to the website access for all parents.
9. EGS shall review the efficiency and effectiveness of District and school-based community engagement activities and development of community partnerships. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
10. EGS shall review the Child Find process/timeliness, screening and evaluation process for children birth to five. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.

DELIVERABLES

Scope of Services

11. EGS shall review the efficiency and effectiveness of the referral, evaluation and staffing process for ESE eligibility which will include intervention activities and the RTI process. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
12. EGS shall review the efficiency and effectiveness of the Individualized Education Plan (IEP) process for students PreK-12 which includes the use of EASYIEP™, training on quality IEPs, compliance requirements and the development of IEPs. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
13. EGS shall review transition/matriculation activities from PreK to Elementary, Elementary to Middle, Middle to High and High to Post Secondary. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
14. EGS shall review the efficiency and effectiveness of the instructional technology needs to include technology integration and training. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
15. EGS shall review the efficiency and effectiveness of the inclusionary practices to include District and school-based implementation and professional development activities. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
16. EGS shall review student goals to ensure a relationship to the present level of performance. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
17. EGS shall review student transition goals and services to ensure a relationship to post school outcomes. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
18. EGS shall review performance and instruction of students receiving special education services. Upon completion of the review, EGS shall submit findings, reports and recommendations to the Superintendent of Schools or designee.
19. For all identified Scope of Services within the State or Florida Department of Education specific requirements, EGS will use District comparisons within the State of Florida.
20. For all identified Scope of Services with a federal or district requirements, EGS shall use a national comparison. National comparisons should include performance data. For five identified districts in the nation, the selection must include districts with a demographic match to Broward County Public Schools.

The School Board of Broward County, Florida
Supply Management & Logistics Department

RFP No.: 14-049V Tentative Board Meeting Date*: DECEMBER 17, 2013

Description: EXTERNAL INDEPENDENT REVIEW OF SERVICES FOR EXCEPTIONAL STUDENT EDUCATION (ESE) DEPARTMENT (TERM CONTRACT) Notified: 534 Downloaded: 16

RFP Rec'd: 3 No Bids: 0

For: EXCEPTIONAL STUDENT EDUCATION DEPARTMENT (School/Department) RFP Opening: OCTOBER 17, 2013

Fund: DEPARTMENT'S OPERATING BUDGET Advertised Date: SEPTEMBER 19, 2013

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and www.Demandstar.com on **DECEMBER 5, 2013 @ 3:00 P.M.**, 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 Supply Management & Logistics Department, 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 PROPSALS WERE RECEIVED IN RESPONSE TO RFP 14-049V. PROPOSALS WERE EVALUATED BY THE FOLLOWING COMMITTEE MEMBERS CONSISTING OF:

SILVIA BEEBE – SPECIAL NEEDS MANAGER, CHILDEN'S SERVICES COUNSEL
KATHERINE FRANCIS – EXECUTIVE DIRECTOR, EXCEPTIONAL STUDENT EDUCATION DEPARTMENT
SETH HYMAN – PARENT ADVOCATE
LEO NESMITH – PRINCIPAL, THE QUEST CENTER

M/WBE ADVISOR: MARCY HOUSER, M/WBE SPECIALIST III

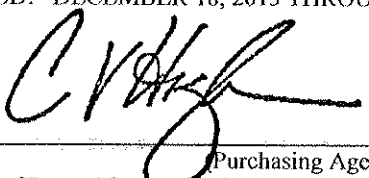
BASED UPON THE COMMITTEE'S RECOMMENDATION AND SECTION 5.4 OF THE RFP, IT IS RECOMMENDED THAT THE AWARD BE MADE TO THE TOP RANKED PROPOSER WHO HAS COMPLIED WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE RFP. ALSO, IN ACCORDANCE WITH SECTION 5.3 OF THE RFP, THE COMMITTEE ENTERED INTO NEGOTIATIONS WITH THE TOP RANKED PROPOSER TO DETERMINE CONTRACT AWARD.

*EVERGREEN SOLUTIONS, LLC
(WBE: WHITE FEMALE, TALLAHASSEE, FL)

*CERTIFIED WBE VENDOR

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT FOR THE RECOMMENDED PROPOSER.

CONTRACT PERIOD: *DECEMBER 18, 2013 THROUGH APRIL 30, 2014.

By:  Date: 12/5/2013
(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.

External Independent Review of Services for the ESE Department

| 14-049V - External Independent Review of Services of ESE Department | Maximum Points | Katherine Francis | Leo Nesmith | Seth Hyman | Silvia Beebe | AVERAGE POINTS |
|---|----------------|-------------------|-------------|------------|--------------|----------------|
| EXPERIENCE AND QUALIFICATIONS | 30 | | | | | |
| Evergreen Solutions | | 28 | 27 | 28 | 25 | 27 |
| Futures Education | | 30 | 25 | 20 | 25 | 25 |
| Harvey, Covington & Thomas of S. Florida | | 15 | 17 | 15 | 15 | 16 |
| | | | | | | |
| SCOPE OF SERVICES | 45 | | | | | |
| Evergreen Solutions | | 43 | 40 | 43 | 35 | 40 |
| Futures Education | | 45 | 41 | 15 | 38 | 35 |
| Harvey, Covington & Thomas of S. Florida | | 23 | 31 | 10 | 10 | 19 |
| | | | | | | |
| COST OF SERVICES | 20 | | | | | |
| Evergreen Solutions | | 17 | 17 | 17 | 17 | 17 |
| Futures Education | | 13 | 13 | 13 | 13 | 13 |
| Harvey, Covington & Thomas of S. Florida | | 20 | 20 | 20 | 20 | 20 |
| | | | | | | |
| M/WBE PARTICIPATION | 5 | | | | | |
| Evergreen Solutions | | 4 | 4 | 4 | 4 | 4 |
| Futures Education | | 2 | 2 | 2 | 2 | 2 |
| Harvey, Covington & Thomas of S. Florida | | 4 | 4 | 4 | 4 | 4 |
| | | | | | | |
| TOTAL SCORE | 100 | | | | | |
| Evergreen Solutions | | | | | | 88 |
| Futures Education | | | | | | 75 |
| Harvey, Covington & Thomas of S. Florida | | | | | | 59 |