REQUEST FOR PROPOSALS (RFP)

RFP NO. 02-23/LM

Outcome-Based Contracting (OBC) for Math Tutoring

DUVAL COUNTY
PUBLIC SCHOOLS

RFP Release Date:	July 20, 2022
Deadline for Written Questions:	August 1, 2022, 12:00 noon. EDT
Proposals Opened:	August 18, 2022, 2:00 p.m. EDT
Committee Evaluation:	August 24, 2022
Board Award:	TBD

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
1701 Prudential Drive
Jacksonville, Florida 32207

ATTACHMENT A

Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-3235

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207-3235

DUVAL COUNTY
PUBLIC SCHOOLS

www.duvalschools.org
PHONE: (904) 390-2000
TDD: (904) 390-2898

PH: (904) 858-4848
FAX: (904 858-4868

Request for Proposals (RFP)
Required Response Form

Outcome Based Contracting (OBC) for Math Tutoring
RFP N0. 02-23/LM

This response must be submitted to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Jacksonville, FL 32207, no later than 2:00 p.m. EDT on **August 18th, 2022,** and plainly marked **RFP N0. 02-23/LM.** Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor has not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original signature is required.

ITEMS TO BE RETURNED WITH PROPOSAL:

1. Required Response Form – Attachment A Page 1 of 34
2. Outcome Rate Card – Attachment B
3. OEO Compliance Proposed Schedule of Participation – Attachment C

Note: In accordance with section 5.0, please submit proposal as follows:

1. One (1) signed original
2. Eight (8) USB Flash Drives in .pdf format

Proposals to be delivered to:

1701 Prudential Drive, Suite 322

Jacksonville, Florida 32207

DUVAL COUNTY PUBLIC SCHOOLS

RFP: Outcome Based Contracting (OBC) for Math Tutoring

RFP N0. 02-23/LM

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ATTACHMENTS:

A. Required Response Form – Page 1 of 34
B. Outcome Rate Card – Attachment B
C. OEO Compliance Proposed Schedule of Participation – Attachment C

EXHIBITS:

1. Evaluation Worksheet- Exhibit 1
2. Names of Participating Schools & Approximate Number of Participant Students- Exhibit 2
3. Tutoring Scope and Sequence- Exhibit 3
4. Student Growth Percentile (SGP) in Star Assessments – Exhibit 4

DUVAL COUNTY PUBLIC SCHOOLS

RFP: Outcome Based Contracting (OBC) for Math Tutoring

RFP N0. 02-23/LM

1.0 INTRODUCTION:

1.1 **Purpose:**

The purpose and intent of this Request for Proposals ("RFP") is to seek proposals from interested, available and qualified firm(s) to provide Outcome-based Contracting for Math Tutoring Services for approximately 1,200 Grade 8 students; performing below grade level in mathematics as measured by the Spring 2022 Florida Standards Assessment for Mathematics (score of Level 1 & 2.1). An agreement will then be entered for the selected Contractors to deliver the described services for Duval County Public Schools ("DCPS" or the "District").

This RFP is structured as an outcomes-based contract that includes upfront funding and contingent outcomes payments tied to success. Outcomes-based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments, tied to achieving stipulated outcomes. (Click https://southerneducation.org/what-we-do/strategic-initiatives/outcomes-based-contracting/ for more information regarding outcomes-based contracting.)

The successful Contractor will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District and its partners to assess the Program's functionality and progress. Ultimately, the District seeks to partner with firm(s) that share its goals for improving student outcomes and will reward Contractors for its success.

1.2 **General Information about District Schools:**

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools, and specialized schools.

The District serves approximately 127,000 students (the student population changes annually). It is

the second largest employer in Jacksonville with approximately 11,600 full time staff (approximately 7,800 teachers) at 98 elementary schools, 2 grades K-8 schools, 23 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 8 alternative schools, 35 charter schools, and additional administrative facilities.

The administration of this Contract is a function of the Office of Mathematics. All post-award communications shall be directed to the Director of Mathematics. For more information about the District, please visit www.duvalschools.org.

2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES:

The District is excited to extend this Request for Proposals to seek new partnerships with Tutoring contractors for the provision of tutoring in mathematics (the "Program"). The aim of the Program is to remedy learning loss that has occurred due to the pandemic, with a priority on serving students of color, English language learners, students with disabilities, and students experiencing poverty. According to Robinson and Loeb (2021), research consistently demonstrates that tutoring interventions have substantial positive effects on student learning. As a result, tutoring has emerged as a promising strategy for addressing COVID-related learning loss and affording greater educational opportunities for students living in poverty.

The District is seeking Contractors who can provide in-person and/or virtual tutoring models. The District's minimum service level requirements include the following:

- Each student will receive three 30-minute tutoring sessions per week.
- Tutors will provide tutoring services to small groups with a maximum of 4 students per group.
- Tutors will provide tutoring for 4 periods a day.

The District's primary focus is on its goals and outcomes and not on how the Program is ultimately operated. As long as the Program meets the District's minimum service level requirements for sessions and Program length, the District is open to any other innovations, methodologies, or value-added components Contractor can offer.

The District is part of a collaborative Math Tutoring Pilot program with the Southern Education Foundation and Third Sector whereby participating districts solicit tutoring services designed around outcome-based contracting principles. The successful Contractor will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District and its cohort partners to assess the Program's functionality and progress. The Contractor will be paid a base rate for every participating student for its tutoring services plus additional contingent payments for every student based on the outcomes students achieved and as specified in the Rate Card in this RFP. Ultimately, the District seeks to partner with Contractors that share its goals for improving student outcomes and will reward Contractors for their success.

2.1 District Goal:

The District's overarching goal for the Program is to remedy math learning deficits caused by pandemic interruptions, summer learning loss, and socioeconomic status. The District seeks a Contractor to help support this goal through the provision of high-quality math tutoring services.

2.2 Program Size and Student Population:

The District seeks to serve approximately 1,200 students through the Program. Information about the likely student population is included below. The District shall determine which students are eligible for

the Program but note that the makeup of the participating student population may vary from the table below.

School Name	Grade	Achievement Level			
		1.1	1.2	1.3	2.1
MATTHEW W. GILBERT MIDDLE SCHOOL	6	19	19	41	17
YOUNG MENS/WOMENS LEADERSHIP ACAD AT BUTLER	6	15	7	11	8
ARLINGTON MIDDLE SCHOOL	6	33	30	37	21
CHARGER ACADEMY	6	29	43	68	28
TWIN LAKES ACADEMY MIDDLE	6	20	31	50	25
OCEANWAY SCHOOL	6	16	18	32	25
ALFRED I. DUPONT MIDDLE SCHOOL	6	26	28	45	15
LAKE SHORE MIDDLE SCHOOL	6	18	36	45	26
WESTSIDE MIDDLE SCHOOL	6	24	22	33	25
SOUTHSIDE MIDDLE SCHOOL	6	25	25	52	30
HIGHLANDS MIDDLE SCHOOL	6	13	16	31	25

2.3 **Program Length and Requirements:**

The District will arrange for participating students to be available for tutoring sessions during the school day for 30-minutes; three days a week. The Program will run for approximately 12 weeks (includes 3 days for administration of assessment); starting September 2022, and ending, December 2022.

2.4 **Minimum Service Level for Sessions:**

To meet the minimum service level, Contractors must provide every participating student with a qualified math tutor for the duration of each session throughout the Program Length above.

If a student is absent for more than 2 scheduled sessions within the first 2 weeks of tutoring, the District can replace that student with another at the District's discretion. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments but only one Base Payment applies.

2.5 **Payment Outcomes:**

The expected outcomes tied to payment are detailed in the Outcomes Rate Card in this RFP. Contractors shall administer the Star Math assessment, which will be provided by the District, to establish baseline data for participating students at the start of the program, again at week 6 to monitor student progress, and at the end of the program to measure outcomes. The District will be entitled to send a representative to observe the assessment administration, as applicable and appropriate.

The Star Math assessment is highly rated for academic screening and academic progress monitoring by the National Center on Intensive Intervention. For the purposes of this RFP, the Star Math assessment will be used for progress monitoring of student growth, using the assessments Student Growth Percentile (SGP). SGPs are a norm-referenced quantification of individual student growth derived using quantile regression techniques (Betebenner, 2011). The SGP score compares a student's growth from one period to another with that of his or her academic peers nationwide defined as students in the same grade with a similar scaled score history. SGPs help us understand, given where a student started, to what extent the growth achieved was as expected. For additional information regarding the Student Growth Percentile (SGP) in Star Assessments, visit:

https://doc.renlearn.com/KMNet/R00571375CF86BBF.pdf Exhibit 4

2.6 **Process Outcomes:**

Along with using Payment Outcomes to evaluate program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. Through additional data collection and analysis, with the assistance of the school and District, programs can learn and continuously improve tutoring services. In addition to the Payment Outcomes that are required in the contract, the District may partner with Contractors to collect additional "Process Outcomes." These metrics will be used to inform continuous improvement and will support ongoing learning and improvement. Process Outcomes may include additional data that Contractors will collect or may be measured by existing data and assessments that the school and District can access and share. In the contract, the District and Contractor will agree to the complete list of Process Outcomes and identify which party is responsible for tracking and sharing the data and on what timeline. These Process Outcomes will include the following:

A. Weekly student attendance.

B. The Contractor's timely reporting, communication, responsiveness, and collaboration with the District's requests.

C. District surveys of students about their satisfaction with tutoring services, as and when the district chooses to make such surveys.

D. Feedback from teachers and principals about their satisfaction with tutoring services.

E. Track student outcomes using the final administration (PM3) of the state progress monitoring assessment for 22-23 school year- Florida Assessment of Student Thinking (F.A.S.T.)

2.7 **Partnership:**

The District seeks to establish a collaborative partnership with Contractors chosen for this Program. The District will provide student-level data to guide Program services as necessary and as permitted by State and Federal laws. The District and the Contractors will also convene no more than every two weeks in evidence-based continuous improvement meetings to discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals. Additionally, the District is participating in a cohort-based Math Tutoring Pilot Program with the Southern Education Foundation and Third Sector (collectively, the District's "Partners"). As the District's chosen tutoring Contractor for this work, Contractors will also participate in meetings with the District's Partners no more frequently than monthly and allow them to access Program information.

2.8 **Student Attendance:**

The District shall be responsible for ensuring student attendance at the Program sessions. The Contractor shall report weekly to the District the student's attendance at tutoring sessions and the results of any interim assessments administered by the Contractor.

2.9 **Participating Students:**

The District may add eligible students up to the established total number of students, or by mutual agreement of District and Contractor, above that number. Students may only be removed from the Program by mutual agreement. Students may be removed because they succeed at the outcomes

quickly; they may be removed for other reasons as well (absence, lack of engagement, etc.). Any student who receives tutoring who meets the contingent outcomes will count for the purposes of calculating Contingent Payments.

2.10 **District Responsibilities:**

The District is responsible for providing the accommodations to enable the tutoring to occur. This includes District responsibilities as agreed to by the District and Contractor.

2.11 **Contract Term:**

The District will select a firm to provide Tutoring services as herein described for the District with services from date of award through September 2023 (subject, however, to availability of lawfully appropriated funds for each District fiscal year). The Contract may thereafter be renewed for (3) additional one (1) year periods, upon the consent and agreement of both parties, if the District's objectives are achieved. The fee structure of the Contractor shall remain firm for the entire contract term.

2.12 **Early Termination:**

If the Payment or Process Outcomes show that the Program is unsuccessful through no fault of the District, and the Contractor is unable to remedy the issues, within thirty (30) days of notice, the District may terminate the Contract early.

3.0 SPECIAL TERMS AND CONDITIONS:

3.1 **Method of Payment:**

The full Base Payment per participating student (50% of the total for participating students shall be paid to the contractor after one month of tutoring services have been delivered and for every student who has attended at least 80% of tutoring sessions. The remainder shall be paid after 6 weeks of tutoring services have been delivered and for every student that has attended at least fifteen (15) tutoring sessions.

Contingent (final) Payments shall be paid at the end of the Program term upon completion of the final assessment for all participating students.

3.2 **Data Privacy and Security Compliance:**

Contractor shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

3.3 **School Official:**

To the extent, Contractors have a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to the District

and its employees, agents, teachers, and students. The District will assign Contractor(s) a "school official" within the meaning of FERPA. Contractors will be under the direct control of the District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Contractor(s) may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and Federal laws referred to under Data Privacy and Security Compliance above.

3.4 **Data Security:**

Contractor agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

4.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

5.0 PREPARATION AND SUBMISSION REQUIREMENTS:

5.1 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.

5.2 **All proposals must be received no later than 2:00 p.m. (EDT), on Thursday, August 18th, 2022.** Official time for the purpose of RFP opening will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville. If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery **to Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville FL 32207.** Any proposal received after the stated time and date or at other location will not be considered.

5.3 **One signed original, and eight (8) copies on USB Flash Drive. (8 USB Flash Drives to be submitted)** of the complete proposal must be sealed and clearly labeled **"REQUEST FOR PROPOSAL: Outcome-based Contracting (OBC) for Math Tutoring"** on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The signed original shall be marked as "ORIGINAL." Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

Any corrections of unit prices must be by lineouts of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

NOTE: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used **solely** for official record keeping purposes.

5.4 Potential Proposers shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions, or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Louis Mitchum, Purchasing Services in writing via e-mail at mitchuml@duvalschools.org. The deadline for such questions or requests will be 12:00 noon, EDT on August 1st, 2022, **unless otherwise extended in writing by the District.** Questions or requests for clarification received after the deadline will NOT be addressed.

Note that Proposers are requested to submit questions regarding this RFP for the District's clarification via issued Addenda, instead of Proposer's taking exceptions to any terms or conditions of this RFP within the submitted proposal.

5.5 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP. Concurrent with the delivery of the Proposer's proposal, the Proposer shall also irrevocably deliver a completed and properly signed **Attachment A**. Upon completion of the award process and within three (3) business days of the School Board's completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 18.0 of this RFP).

6.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

7.0 TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:

July 20th, 2022, RFP Release
August 1st, 2022, at 12:00 p.m. (EDT) Deadline for questions
August 18,2022, at 2:00 p.m. (EDT) Proposal Opening
August 24th, Committee Evaluation
Board Award, TBD

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

The District reserves the right to schedule Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

8.0 DISTRICT'S RIGHTS AND RESERVATIONS:

A. The District reserves the right to accept or reject any or all proposals.

B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to discontinue negotiations and to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

G. The District reserves the right to require presentations/interviews with the highest ranked respondents. If presentations/interviews are deemed necessary, the District will notify the affected respondents by email not later than seven business days prior to their respective scheduled presentation/interview.

9.0 PROPOSAL FORMAT:

TAB A: Provide the following information:

- **Basic Information:** Include corporate name and address of corporate headquarters, total staff in your organization. Provide the name, telephone number, email address, and title of the individual who will be District's primary contact for the proposal.
- **History:** Give a brief history of your organization, including years it has been in business and experience providing math tutoring or related services.
- **References:** Provide three K-12 client references who you have provided relevant services within the last five years, including email address, telephone numbers, and contact names.
- **Subcontractors:** List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide.
- **Previous Default or Litigation:** List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved.
- **District Affiliations:** Provide information on affiliations you have with the District or District staff.
- **Inclusive Practices:** Describe your inclusive practices.

TAB B: Contractor's Qualifications and Methodologies:

In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Eight pages maximum.

A. Service Model and Population

- **Services:** Describe your proposed math tutoring services. How will tutoring and any other services you propose be delivered (i.e.., in-person and/or virtual)? What technology platform do you use and how is it integrated into sessions? How will you schedule your tutors to meet the minimum service requirements outlined in this RFP?
- **Methodologies:** Describe the methodologies you use to instruct students and improve proficiency in math. What curriculum do you use? What is your philosophy regarding tutoring and to what extent do you align with work that is happening in the classroom? How do you group students? If you change groups over time, tell us how. Is there a computer-based instruction element? If so, how does it integrate into tutoring sessions?
- How do these services and methodologies successfully support the student population we are serving with this Program (students of color, students in poverty, English Language Learners, Students with Disabilities)? Share evidence and/or experience in successfully serving similar student populations.

B. Dosage: State the frequency and length of tutoring sessions you will deliver. Note that we are committed to a model of high dosage tutoring because the research about the efficacy of this approach is clear. High-dosage tutoring is currently defined as at least three tutoring sessions per week, each of which is at least 30 minutes. If you offer a model that falls below that level, provide a robust rationale and evidence.

C. Capacity: Describe the size and make-up of your tutoring or services staff, their typical experience, and credentials. Please break out full-time and part-time staff. Provide information on how tutors are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor tutor performance over time and what you do about poor performance.

D. Outcomes & Evaluation: Provide the evidence base for the effectiveness of your model and/or your experience of working with the student population we are serving with this Program. How do you monitor progress and growth?

- Relevant Experience. Describe any and all experience that explains why you are best suited to achieve the desired outcomes. Include your history working with historically underserved student populations, including students of color, English language learners, etc., including the size and demographics of student populations you have served.

- Tell us anything else that might give us confidence in your ability to deliver the outcomes.

E. Continuous Improvement and Collaboration: Tell us how you use data to continuously improve the service you provide, including how you help tutors get better. Describe how you will engage district and school leaders in ensuring success. Share any experience you have in collaborating with other institutions or being part of larger workgroups to deliver services and improve outcomes.

F. Key Staff: Please give brief details of the key staff who would work with the District and their experience.

TAB C: District Requirements:

In this section, please describe any and all elements you require from the District to achieve the outcomes.

A. Technology Requirements: Describe the technology requirements for the provision of your services, inclusive of hardware, software, and bandwidth necessary. State clearly what you will provide and what you require the District to provide.

B. Other Requirements: Describe any other requirements necessary for the provision of your services or assumptions you are making (for example, classroom space, technology support).

C. Data Access: Describe all forms of District Student Data that you will require the District to provide access to, collect, maintain, or analyze

9.1 **Pricing:**

The District has drafted the following rate card based on total budget, willingness to pay for specific outcomes, expected student achievement and research on provider cost structure.

A. The dollar cost of services per participating student proposed includes the maximum fee that the District will be charged for the services. No additional fees including any out-of-pocket and/or travel expenses should be added to the rate card.

B. The full Base Payment per participating student (defined as any student who attended at least fifteen (15) tutoring sessions within the first 6 weeks) must be no greater than $670.

C. Payments other than the Base Payment are collectively the “Contingent Outcomes Payments.”

D. The total Program fee paid shall not exceed $1,069,200. Because it is unlikely

that all students will succeed fully in the outcomes below, a total amount eligible amount per student may exceed the District Maximum / # of students served.

Outcomes Rate Card		
Outcome	**Metric**	**Price**
Base Payment (Attendance)	See para 3.1 method of payment	$670
Growth	• An SGP indicating typical growth (50-65) at week 12 (25% of payout for this metric= $112.50) • An SGP indicating high growth (66 and above) at week 12 (100% of the payout for this metric)	$450
Projected Achievement	• Level 1-Percentile Rank of at least twenty-five (25) at week 12 • Level 2.1- Percentile Rank of least forty (40) at week 12	$300
Total eligible amount per student:		$1420

10.0 EVALUATION CRITERIA:

A District evaluation committee will be established to evaluate proposers' responses to each of the RFP requirements. Each response will be reviewed, discussed, evaluated, and ranked by each of the committee members. Proposals should be complete on their face. However, after opening of responses, the District reserves the right to waive irregularities in any proposal, to request clarification information it deems appropriate from one or more respondents, to request supplemental information from all respondents, and to factor any additional information in the evaluation. The District may or may not require oral presentations of a group of finalists in person or on the telephone and may request further information from those finalists.

The District reserves the right to request one or more respondents to a Best and Final Offer process. This may be used when no single response addresses all the specifications, when the costs submitted by all proposers are too high, when two or more proposers are virtually tied after the evaluation process, or when all proposers submitted responses that are unclear or deficient in one or more areas. If a Best and Final Offer is used, proposers may be required to submit revisions to the RFP response. The District will send out a Best and Final Offer request to invited respondents that will set forth the areas of the proposal to be covered, and the date and time by which the Best and Final Offer must be returned. All respondents will be treated equally, and no information will be transmitted from one

respondent about the other respondent's offer during the process. The District reserves the right to apply additional criteria not listed in the original RFP to the Best and Final Offer process, but any additional criteria will be disclosed to proposers in the Best and Final Offer.

A maximum of 100 points will be awarded. The criteria, descriptions, and point totals are listed in the chart below.

Criteria Category	Description	Points
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing math tutoring services to historically underrepresented student populations.	25
Capacity	Applicant has capacity to serve student population, in terms of numbers of tutors with the ability to serve the identified student population	25
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	25
Continuous Improvement and Collaboration	Applicant has experience collecting and analyzing performance data to continuously improve service delivery Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	25

11.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review, and evaluate all proposals submitted based on the factors set forth in the RFP. The Proposer's complete response will be reviewed and evaluated by the Evaluation Committee.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or (3) Allow the top ranked Proposers make oral presentations.

Proposers are advised to provide their respective best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate revisions to or removal of unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

A recommendation agenda item will be submitted to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

12.0 REPLACEMENT OF CONTACTOR STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review.

13.0 CANCELLATION OF AWARD/TERMINATION:

13.1 Cause:

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Contract, the Superintendent or designee shall give written notice stating the deficiencies.

The Contractor shall provide to the District its action plan within two (2) business days after the District's notification, and the Contractor shall have ten (10) business days after the District's initial notice to complete the cure set forth in its action plan.

13.2 Convenience:

The District reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving no less than sixty (60) calendar days prior written notice.

If said Contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said Contract. Access to any and all work papers will be provided to the District after the termination of the Contract.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 11.6 of this RFP.

13.3 Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations pursuant to School Board Policy 7.70.

13.4 FORCE MAJEURE: Whenever the Contractor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the Contractor to promptly send written notice to the District's Director of Purchasing Services, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Contract in whole or in part, or cancel all or any portion of the Contract. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

13.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

13.6 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Contract (the "Transition Assistance"). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

14.0 DEFAULT:

In the event that the Contractor breaches the Contract, the District reserves the right to seek any and all remedies in law and/or in equity.

15.0 LEGAL REQUIREMENTS:

15.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite **Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.**

15.2 Non-Discrimination: Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, religion, gender or gender identity / expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable laws, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individuals shall, solely by reason of his / her actual or perceived identity with regard to race color, religion, gender or gender identity / expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable laws, or any other distinguishing physical or personality characteristics, be denied the benefits of, or being subjected to discrimination, or be denied access and services, under any provision of the Agreement.

15.3 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

15.4 JESSICA LUNSFORD ACT**:**

The Contractor shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional Contractors when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, Contractors shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the Contractor. The Contractor shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the Contractor / Contractor's employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F. S

15.5 Other Legal Requirements. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification, or other authorization.

15.6 Representations and Warranties.

15.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The

Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

15.6.2 The Contractor shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time.

15.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance

15.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

15.6.5.1 Contractor shall not use the District's name, logo, or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

15.7 Miscellaneous. The Contract to be awarded pursuant to this RFP shall be further governed by the following:

15.7.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

15.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

15.7.3 Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys' fees and costs.

15.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

15.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

15.7.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

15.7.7 The Article and Section headings and the table of contents used herein are for reference and

convenience only and shall not enter into the interpretation hereof.

15.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by, or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

15.7.9 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

15.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

15.7.11 The provisions in this RFP and all contract documents, which by their nature are intended to survive the expiration, cancellation, or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation, or termination of the Contract.

15.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

15.7.13 Time shall be of the essence as to all provisions of the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.

15.7.14 Every notice, approval, consent or other communication authorized or required by the Contract awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Contract pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith

If to District:	With copy to:
School Board of Duval County, Florida	Office of Legal Services
1701 Prudential Drive	Attn: Chief
Jacksonville, Florida 32207	1701 Prudential Drive,
Phone: (904) 390-2115	Jacksonville, FL 32207
Attn: Superintendent	Phone: (904) 390-2111

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party's representative shall coordinate communications and processes as

needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

15.7.15 Gratuities and Kickbacks. Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.7.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Contract resulting from the award of this RFP.
Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence.
Third, the RFP, and
Last, the awardee's Proposal.

15.7.17 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any Penalty for delay in payment shall be in accordance with applicable law. No payment shall be made for travel.

Each payment obligation of the District created by the agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the agreement may be terminated by the District at the end of the period

for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

15.7.18 Employment Eligibility Pursuant to the provisions of Section 448.095, Florida Statues, the parties agree to the following: for purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

1. Beginning January 1, 2021, the District, the contractor, and any of the Contractor's subcontractor(s) shall register with the use of E-Verify system to verify the work authorization status of all newly hired employees. The district, the Contractor and the Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
    a. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
    b. 1) The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

    2) If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

    3) A contract terminated under subparagraph 1. Or subparagraph 2. Is not a breach of contract and may not be considered as such.
3. The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under this section no later than 20 calendar days after the date on which the contract was terminated.
4. If the District terminates the agreement with Contractor under this section, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.
5. The Contractor is liable for any additional costs incurred by the district as a result of the termination of the contract.

15.7.19 Disclosure of Employment of Former District Employees. Pursuant to District Policy, all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer, or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

16.0 FEDERAL AND STATE TAX:

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State, and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor's doing business with the District shall not exempt Contractor from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

17.0 CONFLICT OF INTEREST:

17.1 Pursuant to the District's Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer or contractor in any capacity related to procurement of services under this RFP, and who within the last two (2) years, have been or are employees of the District. And all proposers and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District's employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section, unless Contractor provided the names when Contractor Submitted its response to the RFP.

17.2 Non-Collusion Statement / Public Domain

I, the Proposer, attests that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other Proposers in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

18.0 INSURANCE REQUIREMENTS:

A. Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at its sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. **Workers' Compensation/Employers Liability**: The Workers' Compensation and Employers' Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.

a. The vendor/contractor insurance, or self-insurance, shall cover the vendor/contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use

in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage shall be included for the Federal Employers' Liability Act and any other applicable federal or state law.

b. The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

a. $1,000,000 Each Accident
b. $1,000,000 Disease - Each Employee
c. $1,000,000 Disease - Policy Limit

d. The vendor/contractor may be relived of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the vendor/contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability**. The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The vendor/contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

1) The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse, or Sexual misconduct.

2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos, or lead.

b. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

c. The vendor/contractor shall include the School Board of Duval County, Florida, and its members, officials, officers, and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

d. The vendor/contractor shall pay on behalf of the School Board of Duval County, Florida, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the School Board of Duval County, Florida, or its member, official, officer or employee for which the School Board of Duval County, Florida or its member, official, officer or employee is insured as an additional insured.

3. **Business Auto Liability.** The automobile liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The vendor/contractor's insurance shall cover the vendor/contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

b. The School Board of Duval County, Florida, and its members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. **EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the School Board of Duval County, Florida, identify this Agreement, and provide that the underwriter shall endeavor that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the vendor/contractor shall furnish the District with:

   a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the School Board of Duval County, Florida and its members, officials, officers, and employees as Additional Insured's in the Commercial General Liability coverage.

   b. An original copy of the policy (or policies) upon reasonable request by the District.

3. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the vendor/contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by this Agreement for the

vendor/contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or

b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the vendor/contractor shall be in default of this Agreement.

4. **Primary and Non-Contributory**. The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the School Board of Duval County, Florida, and its member, official, officer or employee.

5. **Additional Remedy**. Compliance with the insurance requirements of this Agreement shall not limit the liability of the vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the School Board of Duval County, Florida, or its members, officials, officers, or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

D. **District Approval**: Neither approval by the District nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor's full responsibility to provide the insurance as required by this agreement.

19.0 <u>INDEMNIFICATION / HOLD HARMLESS AGREEMENT</u>:

19.1 The Contractor shall, in addition to any other obligation to indemnify the School Board of Duval County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

19.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article, or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

19.3 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

19.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

19.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

19.6 This article will survive the termination of the Contract.

20.0 <u>PUBLIC RECORDS LAW</u>:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues 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 for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE EMAIL ADDRESS AND PHONE NUMBER BELOW.
Jasmine Walker, email at Milnerj1@duvalschools.org (904) 390-2271.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

21.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include –but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

22.0 PUBLIC ENTITY CRIMES:

22.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals on leases of real property to

a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.2 The Proposer certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.

23.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

23.1 The Contract or agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

23.2 The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

24.0 AGREEMENT:

A contract, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

25.0 DISPUTE (SOLICITATION OR AWARD)

A. This section implements section 12.57(3), Florida Statutes and Chapter 28-110, Florida

Administrative Code.

a) School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3),

Florida Statutes, the Director of Purchasing shall post notice of a Decision of Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

b) Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.

i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.

c) Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk with in ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

i. The formal written protest shall:

A. State with particularity the facts and law upon which the protest is based;

B. Contain all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code; and

C. Be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "the School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files and action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Duval County, Florida" in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

A. The School District shall provide the estimated contract amount to the protester with seventy-two (72) hours (excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed) after the filing of notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protest in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgement, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or $5,000, whichever is greater.

d) Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e) Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

f) Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed) after receipt of the formal written protest: and

A. If there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes, and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

B. If there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the

Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, or fraudulent.

B. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing office or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. the standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous contrary to competition, arbitrary, or capricious.

26.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e., square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

27.0 OFFICE OF ECONOMIC OPPORTUNITY (OEO) ENCOURAGEMENT:

The District encourages a maximum participation of SBEs and M/WBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex, or national origin.

The awarded Contractor shall submit to the Office of Economic Opportunity a *Quarterly OEO Utilization Report* stating the quarterly activity with certified SBEs and MBEs. The report shall include the name of the company(s), the product(s) or service(s) purchased and the amount. If there is no activity to report for the quarter, the Company shall submit a Good Faith Efforts Statement.

ATTACHMENT B

RFP No. 02-23/LM
Outcome-Based Contracting (OBC) for Math Tutoring
Rate Card

Outcomes Rate Card		
Outcome	**Metric**	**Price**
Base Payment (Attendance)	See para 3.1 method of payment	$760
Growth	• An SGP indicating typical growth (50-65) at week 12 (25% of payout for this metric= $112.50) • An SGP indicating high growth (66 and above) at week 12 (100% of the payout for this metric)	$450
Projected Achievement	• Level 1-Percentile Rank of at least twenty-five (25) at week 12 • Level 2.1- Percentile Rank of least forty (40) at week 12	$300
Total eligible amount per student:		$1420

I accept the outcomes, metrics, and prices outlined in the above rate.

VENDOR (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ **DATE:** _____

Alteration of this document in any way may render the respondent's proposal invalid

ATTACHMENT C

OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County Public Schools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

This contract will be administered under the **ENCOURAGEMENT METHOD**; in this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and M/WBEs have an equitable opportunity to compete and perform on this contract. Only firms certified by DCPS's Office of Economic Opportunity (OEO) may be counted towards the proposer's goal achievement. For a listing of certified SBEs and M/WBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity at (904) 858-4860 or visit www.duvalschools.org/oeo

Please be advised that the awarded contractor will be responsible for submitting a quarterly OEO utilization report or a quarterly "Good Faith Efforts" statement to the Office of Economic Opportunity.

I declare that I have read the forgoing conditions, and instructions as revealed in the OEO requirements, and will comply herein.

Name of Firm:_____

Signature:_____ Title:_____

Print Name:_____ Date:_____

Program Contact:_____ Phone: _____

E-Mail: _____

Submit this form with your proposal.

EXHIBIT 1

OUTCOME-BASED CONTRACTING (OBC) FOR MATH TUTORING RFP
MEMBER EVALUATION WORKSHEET

Criteria Category	Reference to Proposal Evaluation Criteria	Comments	Total Points
A. Service Model & Population Applicant has experience and/or an evidence-informed approach to providing math tutoring services to historically underrepresented student populations.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		
B. Capacity Applicant has capacity to serve student population, in terms of numbers of tutors with the ability to serve the identified student population.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		
C. Outcomes & Evaluation Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		
D. Continuous Improvement and Collaboration Applicant has experience collecting and analyzing performance data to continuously improve service delivery Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		

Committee Member Printed Name and Signature

Date

RESPONDENT

EXHIBIT 2

NAMES OF PARTICIPATING SCHOOLS &
APPROXIMATE NUMBER OF PARTICIPANT STUDENTS

School	Approximate Number of Participating Students
MATTHEW W. GILBERT MIDDLE SCHOOL	96
YOUNG MENS/WOMENS LEADERSHIP ACAD AT BUTLER	40
ARLINGTON MIDDLE SCHOOL	121
CHARGER ACADEMY	168
TWIN LAKES ACADEMY MIDDLE	126
OCEANWAY SCHOOL	91
ALFRED I. DUPONT MIDDLE SCHOOL	114
LAKE SHORE MIDDLE SCHOOL	125
WESTSIDE MIDDLE SCHOOL	104
SOUTHSIDE MIDDLE SCHOOL	130
HIGHLANDS MIDDLE SCHOOL	85
Total	**1200**

EXHIBIT 3

Tutoring Scope & Sequence

B.E.S.T. Standard Focus	B.E.S.T. Area of Emphasis	Topic	Benchmarks
• **8.NSO.1-** Solve problems involving rational numbers, including numbers in scientific notation, and extend the understanding of rational numbers to irrational numbers. • **8.AR.2-** Solve multi-step one-variable equations and inequalities.	**Area 1**- Representing numbers in scientific notation and extending the set of numbers to the system of real numbers, which includes irrational numbers	Solve Problems Involving Real Numbers	**8.NSO.1.1** **8.NSO.1.2** **8.AR.2.3**
• **8.NSO.1-** Solve problems involving rational numbers, including numbers in scientific notation, and extend the understanding of rational numbers to irrational numbers.	**Area 1**- Representing numbers in scientific notation and extending the set of numbers to the system of real numbers, which includes irrational numbers **Area 2**- Generate equivalent numeric and algebraic expressions including using the Laws of Exponents	Apply Laws of Exponents	**8.NSO.1.3** **8.NSO.1.4** **8.NSO.1.5** **8.NSO.1.6** **8.AR.1.1** **8.AR.1.2** **8.AR.1.3**
• **8.AR.2-** Solve multi-step one-variable equations and inequalities.	**Area 4-** Solving linear equations, inequalities, and systems of linear equations	Solve Equations and Inequalities	**8.AR.2.1** **8.AR.2.2**

EXHIBIT 4

Student Growth Percentile in Star Assessments

Link: https://doc.renlearn.com/KMNet/R00571375CF86BBF.pdf