

REQUEST FOR PROPOSALS

**PROFESSIONAL CONSULTING SERVICES FOR A READING ACADEMY FOR
TEACHERS OF STUDENTS IN GRADES 6-12**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

APRIL 4, 2006

RFP NO. 095-FF10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO. 095-FF10

Professional Consulting Services For a Reading Academy for Teachers of Students in
Grades 6-12

Sealed proposals will be accepted in Procurement Management, at the above location,
until **2:00 P.M., April 4, 2006** and may not be withdrawn for one hundred twenty (120) days
from that date.

ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR
COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED
WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER.
PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS
PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE
LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING
PROPOSALS.

I certify that this proposal is made without prior understanding, agreement or
connection with any corporation, firm or person submitting a proposal for the same
service, and is in all respects fair and without collusion or fraud. I agree to abide by
all conditions of these proposal specifications and I certify that I am authorized to
sign this proposal.

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE _____

BY: TYPED _____

TITLE: _____

INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

- A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.
- B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

- A. Number of Proposals:

A total of (11) copies of the proposal must be submitted as follows:

- * The original proposal in a sealed envelope or box marked "Original."
- ** (10) copies of the proposal in a separate sealed envelope or box marked "Copies."

The proposal number, proposal title and opening date must be clearly marked on all envelopes and boxes.

- B. Place, Date and Hour. Proposals shall be submitted to The School Board of Miami-Dade County, Florida, Procurement Management, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. April 4, 2006.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to April 4, 2006. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After April 4, 2006, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

- A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement:

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

- B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- C. The notice of protest will be reviewed by Procurement Services staff, which will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes, by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

V. AWARDS

- A. **RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.
- B. **NOTIFICATION OF INTENDED ACTION.** Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.
- C. **OFFICIAL AWARD DATE.** Awards become official upon Board action.

VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

VII. PUBLIC ENTITY CRIMES

Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the proposal that the vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board) or sub-grantee makes final payment.

For all contracts involving Federal funds, in excess of \$10,000, The Board reserves the right to terminate the contract for cause as well as for convenience by issuing a certified notice to the vendor.

IX. CONE OF SILENCE
BOARD RULE 6GX13-8C-1.212

DEFINITION:

- A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:
1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
 2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff, who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- D. Nothing contained herein shall prohibit any potential vendor or vendor's representative:
1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;

2. from engaging in contract negotiations during any duly noticed public meeting;
3. from making a public presentation to the School Board during any duly noticed public meeting; or
4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

The potential vendor or vendor's representative shall file a copy of any written communication with the School Board Clerk who shall make copies available to the public upon request.

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.

Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.

History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

New: 6-18-03

Revised 11/03

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PROPOSALS NO. 095-FF10**

**PROFESSIONAL CONSULTING SERVICES FOR A READING ACADEMY FOR
TEACHERS OF STUDENTS IN GRADES 6-12**

I. NAME AND ADDRESS OF REQUESTER

Miami-Dade County Public Schools
Office of Curriculum, Instruction and School Improvement
1450 N.E. Second Avenue, Room 929
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request For Proposals (RFP) is to select a proposer to enter into a contract with Miami-Dade Public Schools (M-DCPS) for the development and delivery of a reading academy for teachers of students in grades six through twelve who struggle with reading. The proposer selected will create a reading academy that reflects key findings in the *Report of the National Reading Panel* and includes research-based effective instructional strategies that support the Sunshine State Standards for reading. The proposer will deliver professional development to approximately 600 teachers on the content of the reading academy.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Eleven copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Eastern Standard Time) April 4, 2006, at:

The School Board of Miami Dade County, Florida
Bid Clerk, Division of Procurement Management Services
1450 Northeast Second Avenue, Room 352
Miami, Florida 33132

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will not be responsible for delays caused by the United States Post Office or any other delivery service or for delays resulting from any other occurrence. The proposal must be submitted in a sealed envelope or box marked **"PROFESSIONAL CONSULTING SERVICES FOR A READING ACADEMY FOR TEACHERS OF STUDENTS IN GRADES 6-12"**.

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, for acceptance on or about May 10, 2006. In the event that the proposal is accepted, notice to the successful proposer(s) will be sent on or about May 10, 2006. The Board reserves the right to accept or reject any and all proposals.

IV. BACKGROUND INFORMATION

Miami-Dade County Public Schools is the fourth largest school district in the nation, with 340 schools, 363,288 students and approximately 20,000 teachers. The student population is economically, ethnically, and linguistically diverse.

M-DCPS has in excess of 142,000 students in grades six through ten who have scored Level 1 or Level 2 in Reading on the 2005 administration of the Florida Comprehensive Assessment Test (FCAT). Most of these students and those in grades eleven and twelve who have not scored a Level 3 or above on FCAT reading, are currently enrolled in reading classes taught by approximately 1,400 teachers.

In accordance with the No Child Left Behind legislation, the Florida Middle Grades Reform Act, and the state-required Comprehensive Research-based Reading Plan, the district is making every effort to ensure that all students enrolled in reading classes are receiving appropriate reading instruction from highly qualified teachers. M-DCPS is seeking a means by which to provide professional development for approximately 600 reading teachers during the summer of 2006.

V. SCOPE OF SERVICES

M-DCPS seeks to offer a five-day reading academy for reading teachers of students in grades six through twelve. The academy should incorporate current research on effective teaching strategies for students who have reading deficiencies.

The district will offer the reading academy training during *Summer Heat* (M-DCPS Professional Development Academy) from June 5 through June 30, 2006. The district will select a proposer with extensive experience in designing a reading teacher's academy and who will work with the district in customizing the content to meet the needs of teachers in M-DCPS.

The Scope of Services includes the following key components:

- 1) The selected proposer must offer a five-day training session for approximately 600 teachers with 14 cohorts (3 to 4 cohorts per week for 4 weeks).
- 2) The five day training must include an overview of brain research as it relates to reading; comprehensive information regarding diagnosis and assessment of students with reading deficiencies utilizing those instruments included in the District's K-12 Comprehensive Research-based Reading Plan (<http://languageartsreading.dadeschools.net>); a design for an intervention plan which includes differentiated instruction; strategies for word attack skill instruction, vocabulary development and comprehension; and motivational techniques to promote student engagement. Each of the components must also be connected to instruction for students with disabilities, students who have limited English proficiency, and gifted students.
- 3) The training must reflect current research and best practices in reading instruction for students in grades 6-12.
- 4) The training materials must include, but not be limited to, an assessment package that is aligned to the assessments used in M-DCPS, a reference manual, and a compilation of current research articles that reflect best practices in the teaching of reading.
- 5) All training materials must be provided and packaged by the proposer.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

- 1) Detailed vitae describing proposer's experience in designing and delivering professional development for reading teachers in similar diverse, large and/or urban school districts.
- 2) Delineation of proposer's roles and responsibilities included in base price.
- 3) Comprehensive outline of the content of the five-day program. The plan must address the State of Florida Protocol for Quality Professional Development, which includes planning, delivery, follow-up and evaluation.
- 4) Description of the materials used in the program.
- 5) Evaluation of previous work from an outside source.

- 6) Cost proposal that includes the delivery of the training.
- 7) Vitae of the consultants who will deliver the instruction with specific information regarding the consultants' experience in working with multi-ethnic populations.

VII. COST PROPOSAL

The cost of the academy is not to exceed \$215,000 per engagement.

Proposer(s) should provide a written narrative explaining each element of the cost proposal. The proposal should clearly indicate a fee structure that reflects a comprehensive fee for all of the services outlined in the RFP. The fee shall be inclusive of the consultants, materials, and related delivery costs.

Exception to the RFP

All requested information in this RFP must be supplied with the proposal. Respondents may take exception to certain requirements in this RFP and must clearly identify all exceptions in this section. Each exception requested must include a corresponding explanation. M-DCPS, in its sole discretion, may reject any exceptions.

VIII. TERMS OF CONTRACT

The term of the contract shall be effective during the initial summer period of June 2006, but may be extended for an additional two-year period (5-day training session), by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee. The awardee will be notified if the services will be required in subsequent years. The fee amount shall be firm for the initial period and any extension periods, if required. The School Board reserves the right to cancel the contract in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services are deemed inadequate. The proposer must comply with all municipal, state and federal statutes prohibiting discrimination, including but not limited to discrimination based on race, religion, ethnicity, national origin and gender.

IX. EVALUATION OF PROPOSALS

School District representatives will evaluate all proposals to identify the best option that meets the district's requirements. The evaluation committee will include the following members or designees:

Assistant Superintendent, Office of Curriculum and Instruction

Administrative Director, Office of Curriculum and Instruction

District Supervisor, Office of Curriculum and Instruction

District Supervisor, Exceptional Student Education

Assistant Superintendent, Professional Development

Regional Center Director, Office of School Operations

Secondary School Reading Coach

Director, Division of Business Development and Assistance

Director, Procurement Management Services (non-voting)

The evaluation committee will consider, but is not limited to, examining the following specific criteria:

1. proposer's ability to provide requisite items and adhere to dates specified in the RFP;
2. proposer's expertise and experience with similar projects in similar environments;
3. proposer's stated costs in completion of the Scope of Work;
4. proposer's ability to accommodate M-DCPS district and work within M-DCPS environment and culture; and

The school Board reserves the right to reject any or all proposals, to further negotiate any proposals, to waive any irregularities or informalities, to accept or reject any items or combination of items, to request clarification of information submitted in any proposal and to request additional information from any proposer. Following the selection of a proposal and approval by the School Board, a professional services agreement acceptable to the School Board Attorney will be entered into with the successful proposer.

Unsuccessful proposers will not receive additional information following the issuance of a final decision.

X. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

1. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. **(ATTACHMENT A)**

2. Minority/Women Business Enterprise (M/WBE) Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

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

XI. GENERAL INSURANCE REQUIREMENTS

Professional Liability

The Professional Liability Insurance provided by the individual/firm shall conform to the following requirements:

- A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.

- B. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
- C. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
- D. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the individual/firm's policy (ies) required under this agreement.

Upon the execution of this agreement, the individual/firm shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the individual/firm's insurance coverage is consistent with the terms of the agreement. The individual/firm shall also provide copies of the policies to the Board. The individual/firm shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The individual/firm shall be in material breach of this agreement if the individual/firm fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this agreement without further liability to the individual/firm. Additionally the individual/firm shall be liable to the Board for any and all damages incurred due to the individual/firm's failure to perform the agreement terms.

XII. INDEMNIFICATION

The individual/firm(s) must enter into the following indemnification and hold harmless agreement:

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed

on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firm's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firm's directors, officers, employees, agents, subcontractors or other representatives.

XIII. THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see **ATTACHMENT B** (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes, as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

XIV. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of this Request For Proposals, is as follows:

Procurement Contract Review Committee	March 9, 2006
Mailing of Request For Proposals	March 15, 2006
Opening of Proposals	April 4, 2006
Evaluation of Proposals	April 7, 2006
Recommendation for Award	May 10, 2006

XV. ADDITIONAL INFORMATION

Any additional information regarding proposal procedures may be obtained from:

Division of Procurement Management Services
Ms. Barbara Jones, Director
1450 N.E. Second Avenue, Room 356
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net



ATTACHMENT A

FM-4859 Rev. 102-01)

Miami-Dade County Public Schools
SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT B
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

(Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____
(Print Name of entity submitting sworn statement)

whose business address is _____

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

2. I, _____, am duly authorized to make this

(Print individual's name and title)
sworn statement on behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (eg. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day or _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public -State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Initials