

**REQUEST FOR PROPOSALS**

**PROVIDE STATE REQUIRED SCOLIOSIS SCREENING FOR  
SIXTH GRADE STUDENTS**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**PROPOSAL RETURN DATE**

**APRIL 1, 2008**

**RFP NO. 053-HH10**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
PROCUREMENT MANAGEMENT  
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132  
REQUEST FOR PROPOSALS NO.053-HH10

PROVIDE STATE REQUIRED SCOLIOSIS SCREENING FOR  
SIXTH GRADE STUDENTS

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) April 1, 2008, and may not be withdrawn for one hundred twenty (120) days from that date.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 THEIR 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 ten (10) copies, of the Proposal must be submitted as follows:

- \* The original proposal in a sealed envelope or box marked "Original."
- \*\* Nine (9) 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. (Local Time) April 1, 2008.

### 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 1, 2008. The agency or individual contractor's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After April 1, 2008, 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 which can be accessed at the District's website [www.dadeschools.net](http://www.dadeschools.net)
- 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. 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 established herein.
- C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- D. Formal written protests will be reviewed by Procurement Management Services who 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. 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.

- D. CHARTER SCHOOLS: Items awarded under this contract shall be made available to charter schools authorized by the School Board.

## VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer 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(l) 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 from:
1. Making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  2. Engaging in contract negotiations during any duly noticed public meeting;
  3. Making a public presentation to the School Board during any duly noticed public meeting; or
  4. 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.

#### **X. THE JESSICA LUNSFORD ACT BACKGROUNDSCREENING REQUIREMENTS**

**In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2**

screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County. 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 the above-referenced statutes and School Board rules.**

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a 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 School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 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 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.

### **XI. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

### **XII. PUBLIC RECORDS LAW**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes,

Florida Statutes §§812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

### **XIII. TERMINATION FOR CONVENIENCE**

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Contractor, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables;. (B) The School Board shall pay to Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Contractor, pro-rated on a percentage completion basis based on Contractor's reconciliation of labor actually expended compared to labor originally estimated by Contractor in constructing its proposal.

### **XVI. MISSING DOCUMENTS**

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within two business days. Incomplete or noncompliant proposals may be disqualified.

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 02/08

**REQUEST FOR PROPOSALS NO. 053-HH10**

**PROVIDE STATE REQUIRED SCOLIOSIS SCREENING FOR  
SIXTH GRADE STUDENTS**

**I. NAME AND ADDRESS OF REQUESTOR**

The School Board of Miami-Dade County, Florida  
Division of Student/Career Services, Comprehensive Health Services  
1500 Biscayne Boulevard, Suite 216  
Miami, Florida 33132

**II. PURPOSE OF REQUEST FOR PROPOSALS**

The purpose of this Request For Proposals is to obtain professional services of qualified individuals or agencies to provide state required scoliosis screening services to grade six students attending Miami-Dade County Public Schools. Students are located district-wide in fifty-three middle schools, three alternative schools, twenty elementary schools and six K-8 Centers.

**III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

Ten (10) copies of the proposal, one of which shall be an original, must be received by 2:00 p.m. (Local Time), April 1, 2008 at:

The School Board of Miami-Dade County, Florida  
Bid Clerk, Procurement Management Services  
1450 N.E. 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 proposers. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked "PROVIDE STATE REQUIRED SCOLIOSIS SCREENING FOR SIXTH GRADE STUDENTS." It is anticipated that a proposal(s) may be presented to the School Board for acceptance on or about June 18, 2008. If accepted, notification to the successful proposer(s) will be on or after June 18, 2008. The School Board reserves the right to reject any and all proposals.

#### IV. DESCRIPTION OF THE PROGRAM

Services are requested to provide scoliosis screening for grade six students attending fifty-three middle schools, three alternative schools, twenty elementary schools and six K-8 Centers, as required by Florida School Health Services Administrative Rule 10D-84.16 and School Board Rule 6Gx13-5D-1.021.

The agency selected to provide the service will submit a plan for conducting scoliosis screening in the designated schools. Each school will be completed in one or two days. The agency must demonstrate in the proposal its capacity to provide screening to large numbers of students.

Standards, techniques, and criteria for conducting scoliosis screening of students and referrals are to be consistent with the recommendations of the Miami-Dade County School Health Medical Advisory Committee (See Attachment A). Screening personnel will record results on individual student health forms, prepare referral letters, record the names of students in need of further evaluation, and complete an individual school results form.

Additionally, proposers are to describe how follow-up services will be provided to students who, as a result of the screening, are in need of further evaluation.

#### V. SCOPE OF SERVICES

The Department of Student/Career Services, Comprehensive Health Services, has developed a plan to contract with individuals/agencies to provide scoliosis screening services to sixth grade students. Screeners can expect to visit approximately 102 school sites from October 2008 through March 2009.

These services that are sought, on-site at each school, are to include:

- \* Screening of students for curvature of the spine (scoliosis) - (**Attachment A**)
- \* Recording of results on each student (**Attachment B**) and mailing one copy of each referral list (**Attachment C**) to the Department of Comprehensive Health Services;
- \* Preparation of referral letters on each student, as necessary (**Attachment D**);
- \* Completion of additional data forms may be required;
- \* Follow-up services are to be provided for students who, as a result of the screening, are in need of further evaluation.

## VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

Proposers must possess the following minimum qualifications to be considered for the provision of scoliosis screening services.

- \* A current or retired nurse, documented experience in providing scoliosis screening to children or completion of a training course/workshop in screening for scoliosis.

Proposers must submit the information listed below, as well as other information specified elsewhere in this request.

- A. Evidence of nursing degree or diploma, and/or documentation of experience in providing scoliosis screening to children, or completion of a training course/workshop in screening for scoliosis.
- B. Proposed daily fee for Scoliosis Screening Services (**Attachment E**).
- C. Identification of the agency staff member to serve as liaison for service delivery.
- D. Complete and submit **Anti-Collusion Statement**, including the signature of the authorized person empowered to submit this proposal (Page "ii" of this proposal).
- E. **Attachment F**, as indicated in Section IX of this proposal.

## VII. TERMS OF CONTRACT

The term of the proposal shall be for an initial one (1) year period from July 1, 2008 through June 30, 2009 and may, by mutual agreement between the School Board and the Awardee, be extended for two (2) additional one (1) year periods, and if needed, 90 days beyond the expiration date of the current extension period. The School Board, through Procurement Management Services, may, if considering to extend, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon.

The School Board, by law, must reserve the right to cancel the contract at the end of the year of the contract term, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found undesirable. The proposer shall comply with all municipal, state, and federal statutes prohibiting discrimination. The proposer shall at all times comply with local, state, or national standards for the provision of services whichever is more stringent.

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Contractor, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables;. (B) The School Board shall pay to Contractor upon receipt of an invoice from Contractor otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Contractor, pro-rated on a percentage completion basis based on Contractor's reconciliation of labor actually expended compared to labor originally estimated by Contractor in constructing its proposal.

## **VIII. EVALUATION OF PROPOSALS**

Proposals will be evaluated by a committee of representatives from the school district in order to ascertain which proposal(s) best meets the needs of the School Board. Evaluation consideration will include, but not be limited to, the following:

- A. Responsiveness of the proposal in clearly stating an understanding of the services to be provided within the established timeframes.
- B. Proposed cost.
- C. Primary emphasis in the selection process will be placed on the background, qualifications, and experience in the area of providing scoliosis screening services to children.
- D. Past Performance

The evaluation of proposers will be made by a committee based on qualifications, and the fee specified. The selection committee will consist of the following members:

- Representative, Management Operations, or designee;
- Representative, Comprehensive Health Services (2), or designee;
- Representative, Division of Business Development and Assistance, or designee;
- Member, Miami-Dade County School Health Medical Advisory Committee or designee; and
- Representative, Procurement Management Services (non-voting)

The school district reserves the right to reject any and all proposals submitted, or any phase thereof. When the final selection is made, and awarded by the Board, professional services agreement acceptable to the Board Attorney will be entered into with the successful proposer. No debriefing or discussion will be held with unsuccessful firms. The information contained in this proposal is supplied as an aid to the proposer in determining whether it will be able to supply the services, which may be required by the Board.

## **IX. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

### **Equal Employment Opportunity**

- A. 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.
- B. 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 F)**

### **Minority/Women Business Enterprises (M/WBE) Participation**

It is the policy to increase contracting opportunities for Minority/Women Business Enterprises (M/WBEs). 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 M/WBE and its staff's experience in providing this type of service. All M/WBEs must be certified by the Division of Business Development and Assistance, prior to contract award. The **M/WBE Certification Application** may be accessed through the following link:

<http://procurement.dadeschools.net/pdf/3920.pdf>

## **X. INSURANCE REQUIREMENTS**

At the time an award is made, the successful proposer shall be responsible for providing the School Board with certificates of insurance which indicate that insurance coverage has been obtained and meets the requirements as outlined bellow:

- A. Professional Liability Insurance in the name of the proposer with limits of liability not less than \$1,000,000 per wrongful act.

- B. Commercial General Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.
- C. Worker's Compensation Insurance for all employees of the proposer as required pursuant to the provisions of § 440, Florida Statutes.

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/firms 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/firms 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 failure to perform the agreement terms.

## **XI. INDEMNIFICATION**

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/firms' 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/firms' directors, officers, employees, agents, subcontractors or other representatives.

## **XII. IMPLEMENTATION SCHEDULE**

The planned schedule for implementation of proposals for scoliosis screening services is as follows:

Procurement Contract Review Committee:	February 7, 2008
Mailing of Request For Proposals:	February 15, 2008
Opening of Proposals:	April 1, 2008
Evaluation of Proposals:	April 23, 2008
Recommendation for Award:	June 18, 2008

## **XIII. ADDITIONAL INFORMATION**

Any and all questions pertaining to this RFP must be submitted no later than 4:00pm (Local Time) March 19, 2008, via e-mail, to the individual listed below:

Ms. Barbara Jones, CPPB, Executive Director  
Procurement Management  
Miami-Dade County Public Schools  
1450 N.E. Second Avenue, Suite 362  
Miami, Florida 33132  
Telephone (305) 995-2348  
E-mail: [bjones@dadeschools.net](mailto:bjones@dadeschools.net)

SIDE VIEW



Upper Back  
Normally  
Rounded  
Neck Erect  
Chin In, Head  
In Balance

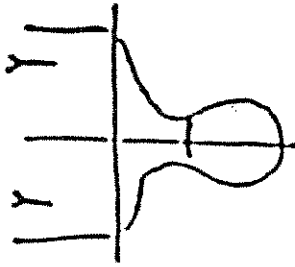


Upper Back  
Slightly  
More Rounded  
Neck Slightly  
Forward, Chin  
Slightly Out

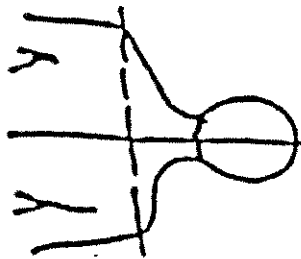


Upper Back  
Markedly  
Rounded  
Neck Markedly  
Forward, Chin  
Markedly Out

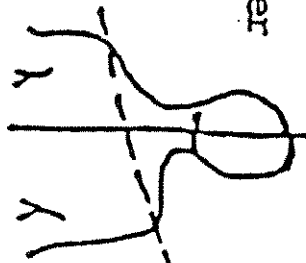
HIGH SHOULDER



Shoulders Level  
(Horizontally)

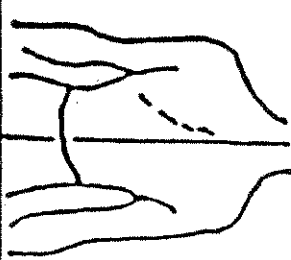


One Shoulder  
Slightly Higher  
Than Other

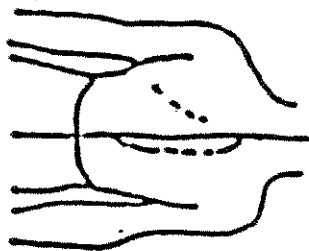


One Shoulder  
Markedly  
Higher Than  
Other

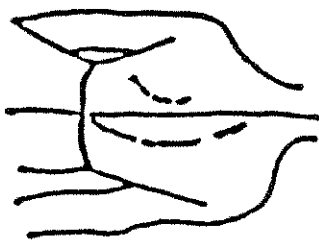
CURVED SPINE



Spine Straight

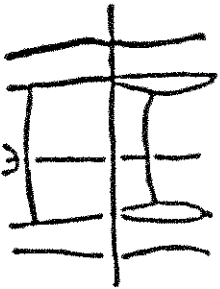


Spine Slightly  
Curved  
Laterally

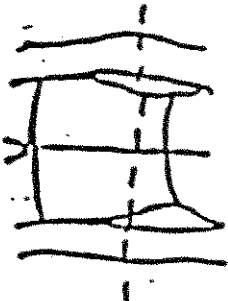


Spine Markedly  
Curved  
Laterally

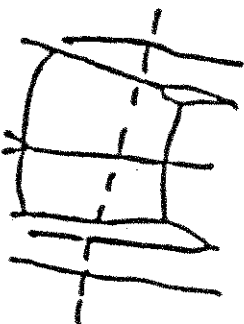
HIGH HIP



Hips Level  
(Horizontally)



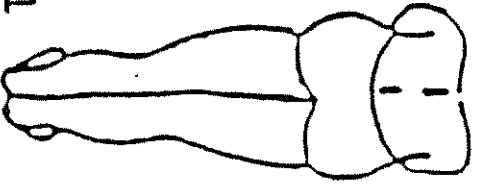
One Hip  
Slightly Higher



One Hip  
Markedly  
Higher

# **LUMBAR PROMINENCE** **RIB HUMP**

Normal



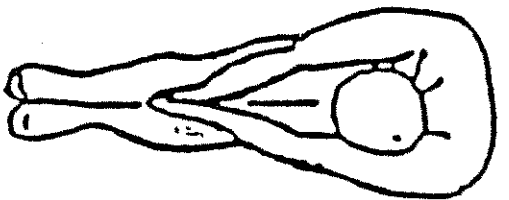
Symmetrical

Abnormal



Asymmetrical

Normal



Symmetrical

Abnormal



Asymmetrical

**STUDENT FACING SCREENER:**

Standing erect

high shoulder  
uneven hips  
unequal arm to body spaces

Bending forward  
palms together

rib hump  
uneven contour

**BACK TO SCREENER**

Standing erect

high shoulder  
curved spine  
uneven shoulder blades  
uneven hips or waist creases  
unequal arm to body spaces

Bending forward  
palms together

rib hump  
lumbar hump  
uneven contour

**LEFT SIDE TO SCREENER**

Standing erect

excessive swayback  
excessive roundback

Bending forward  
palms together

unusual contour or hump



ATTACHMENT B

SCHOOL YEAR

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
HEALTH SCREENING RESULTS

GRADE SIX

Please print

Teacher: \_\_\_\_\_

Period: \_\_\_\_\_

Student's Name: \_\_\_\_\_  
(last) (first)

Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

School: \_\_\_\_\_

Male ( ) Female ( )

DO NOT WRITE BELOW THIS LINE - FOR SCREENING PERSONNEL ONLY

SCOLIOSIS Screening Results:  
(please circle)

Negative

Refer

Date: \_\_\_\_\_

Re-screening Results:

Negative

Refer

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VISION Screening Results:

Date: \_\_\_\_\_

20' Snellen: 20/ \_\_\_\_\_ Right Eye, 20/ \_\_\_\_\_ Left Eye

Additional test: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HEARING Screening Results:

Date: \_\_\_\_\_

Right Ear

Left Ear

--	--

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**Address**

**Phone**[illegible]

## ATTACHMENT D

Dear Parent(s)/Guardian(s):

According to the guidelines established by the Florida Legislature and School Board Rule 6Gx13-5D-1.021, scoliosis screenings are to be performed for all students in grade six.

Miami-Dade County Public Schools in conjunction with Easter Seals Miami-Dade, Inc., will be conducting a Scoliosis Screening Program to find children with curvature of the spine (scoliosis). It is estimated that 10-15 children in every 100 may develop scoliosis, and 1% or less will require treatment. If this condition is detected early, severe spine deformity can be prevented.

The procedure for screening is simple and discreet. The team of therapists-screeners look at the student's backs (boys and girls are separated) by lifting the shirt as the students stand erect while pressing their palms flat against each other. The students are instructed to slowly bend forward stopping when the shoulders are level with the hips. M-DCPS recommends that girls wear a one piece bathing suit or bathing suit top under their shirts on the day of the screening. **Parents should discuss these procedures with their child before the screening day. If you do not want your child to participate in this program, please send a note to the school before the day of the screening (see below).**

If there is any suspicion of a curvature, the students will then be rescreened by the team of therapists-screeners. If your child has a possible curvature, you will be notified and asked to take your child to your family physician for an examination.

<u>Screening Information</u>
School: _____ Date: _____

If you do not want your child to participate in this program, please send a note to the school before:

Date: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Principal

**ATTACHMENT E**

**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
DEPARTMENT OF COMPREHENSIVE HEALTH SERVICES  
Wilma Steiner, R.N., Instructional Supervisor**

**PROPOSED FEE FOR SCOLIOSIS SCREENING SERVICES**

**Proposer's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Number of Screeners providing:** \_\_\_\_\_

**Cost per day, per screener:** \$ \_\_\_\_\_  
(Cost should include both screening service to students and follow-up services)

**Agency may be awarded less than four (4) screeners.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**Race/Ancestry**

[illegible]