



Miami-Dade County Public Schools

School Board Administration Building
1450 Northeast Second Avenue
Miami, Florida 33132

Direct all inquiries to Procurement Management Services:

BUYER: Barbara D. Jones, CPPB, Executive Director

E-MAIL ADDRESS: bjones@dadeschools.net

PHONE NUMBER: (305) 995-2348

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REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS NO. 055-JJ10

PSYCHIATRIC CONSULTATION SERVICES FOR UP TO 51 PROGRAMS WITH SELF-CONTAINED CLASSES FOR STUDENTS WITH EMOTIONAL/BEHAVIORAL DISABILITIES

Proposals will be accepted until **2:00 PM, (Local Time) on April 14, 2009**, in the Division of Procurement Management, School Board Administration Building, 1450 N.E. Second Avenue, Room 352, Miami, Florida, 33132, at which time they will be publicly opened and may not be withdrawn for one hundred twenty (120) days from that date.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO. 055-JJ10

PSYCHIATRIC CONSULTATION SERVICES FOR UP TO 51 PROGRAMS WITH
SELF-CONTAINED CLASSES FOR STUDENTS WITH EMOTIONAL/BEHAVIORAL
DISABILITIES

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) **April 14, 2009**, and may not be withdrawn for one hundred twenty (120) days from that date.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
PROPOSER 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 Proposer'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 14, 2009.**

III. CHANGE OR WITHDRAWAL OF PROPOSAL

- A. PRIOR TO PROPOSAL OPENING. Should the agency or individual proposer 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 14, 2009.** The agency or individual proposer's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After **April 14, 2009**, 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
- 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. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.
- 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. Statute, and School Board Rule 6Gx13-8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

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 CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her 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 Board 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 Proposer agrees that, if Proposer receives remuneration for services, Proposer 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, Proposer 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. Proposer 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.

Proposer 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. Proposer agrees to require all its affected employees to sign a statement, as a condition of employment with Proposer 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 Proposer/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. Proposer 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. Proposer 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. Proposer 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 Proposer 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 Proposer 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

Proposer 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 Proposer 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. 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.

XIV. ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to proposer, be assigned without the prior written agreement of Miami-Dade County Public Schools. If proposer attempts to make such an assignment, such attempt shall constitute a condition of default.

XV. CANCELLATION OF PROPOSALS

Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Instructions To Agency/Proposer for receipt of proposals, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

- 1) The Board no longer requires the supplies, services, or construction;
- 2) The Board no longer can reasonably expect to fund the procurement;
- 3) A review of a valid protest filed by a proposer as may be determined by the administrative staff; or
- 4) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any proposals received for the cancelled solicitation shall be returned to the proposer unopened.

XVI. TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Proposer, 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 Proposer upon receipt of an invoice from Proposer otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Proposer, pro-rated on a percentage completion basis based on Proposer's reconciliation of labor actually expended compared to labor originally estimated by Proposer in constructing its proposal.

XVII. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure

will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

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 03/08

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at:

<http://www2.dadeschools.net/schoolboard/rules/>

REQUEST FOR PROPOSALS: #055-JJ10

PSYCHIATRIC CONSULTATION SERVICES FOR UP TO 51 PROGRAMS WITH SELF-CONTAINED CLASSES FOR STUDENTS WITH EMOTIONAL/BEHAVIORAL DISABILITIES

I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools
Division of Special Education (SPED)
1500 Biscayne Boulevard, Suite 407
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to obtain the professional services of one or more qualified psychiatrists to provide on-site psychiatric consultation to assist in the diagnosis and programming of students assigned to self-contained classes for students with emotional/behavioral disabilities (E/BD). The programs are presently located in 15 elementary, 34 secondary schools and 2 center schools. The center schools are Robert Renick Educational Center (Renick Center) and Ruth Owens Kruse Educational Center (Kruse Center). The proposer may propose to serve one or more sites. Other sites may be added.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Ten copies of the proposal, one of which must be an original, must be received by 2:00 p.m. (Eastern Standard Time) April 14, 2009 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 proposal must be submitted in a sealed envelope marked "PSYCHIATRIC CONSULTATION SERVICES FOR UP TO 51 PROGRAMS WITH SELF-CONTAINED CLASSES FOR STUDENTS WITH EMOTIONAL/BEHAVIORAL DISABILITIES". It is anticipated that the proposal(s) may be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance on or about June 17, 2009. If accepted, notification to the successful proposer(s) will be on or after June 17, 2009. The School Board reserves the right to reject any and all proposals.

IV. OWNER PROVIDED SERVICES

Proposers are notified that the School Board hereby reserves the right to provide, in whole or in part, the services described in the RFP. In the event the School Board chooses to provide services, adjustments may be required to the proposer's contracts in order to appropriately coordinate services.

V. DESCRIPTION OF THE PROGRAM

The Division of SPED has developed a plan to contract with outside psychiatrists to provide on-site services for up to 51 identified programs for students with E/BD. Each site will receive approximately three to four hours of on-site services approximately every five weeks during each school year, depending on students' needs. On-site school services are to include:

- Direct interview/evaluation of students
- Consultation with parents and/or staff
- Case management
- Professional Development Activities for Clinical Staff (including the provision of continuing education units)

Psychiatric consultation is requested for 15 elementary, 34 secondary schools and 2 center schools serving students with E/BD.

Each site has from one to four classes with two teachers and/or one teacher and a paraprofessional assigned to each classroom. There is also a full-time or part-time school or clinical psychologist, clinical social worker, Trust Specialist, or Guidance Counselor delivering counseling services for students and their families at each site and serving as the liaison to the regional center office, district office and consulting psychiatrist. A clinical art therapist may be assigned to each program on a part-time basis.

Psychiatric consultation occurs at the school site on a rotating basis. Consultation usually takes place in the morning for approximately three hours. The consulting psychiatrist may meet with selected students/staff or family, depending on arrangements made by the site clinician who serves as liaison. Consultation issues may involve clarification of diagnosis, present functioning, as well as treatment planning. A consultation report is completed at the site. See **Attachment A- Psychiatric Consultation Report**. The consulting psychiatrist will also be required to complete a weekly log documenting hours of service for each student served. See **Attachment B- Weekly Contact Log for Psychiatric Consultation**. A monthly invoice based on services rendered must also be submitted at the end of each month.

Psychiatric consultation at the Robert Renick and Ruth Owens Kruse Educational Centers occur weekly. This is in direct response to the needs of the students enrolled in these center schools. Students with E/BD need wraparound mental health services to assist in accessing education and maintaining a safe learning environment. A psychiatric services summary form is completed after each consultation. **See Attachment C– Psychiatric Services Summary for Center Schools.**

Services are to include a **total of 1720** hours from July 1, 2009 through June 30, 2010, and may, by mutual agreement between the School Board and the Awardee, be extended for two (2) additional one-year periods.

The agency (ies) selected must identify a liaison to the District in reference to this contract. Upon referral from the District, the liaison will ensure coordination and maintain documentation of all services that are rendered (including a log of services to record dates, times, locations, descriptions and hours of service). In addition, the agency (ies) must provide the school district with the name(s) of staff qualified to supervise personnel assigned to deliver services to students.

The Administrative Director, Division of SPED and other designated personnel in the Division of SPED have the responsibility for maintaining effective coordination between the school district and the agency(ies) relative to the provisions of the contractual agreement for psychiatric consultation services. The orientation meeting will be conducted with staff from the Division of SPED and agency liaisons prior to the initiation of contractual services.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

- A. Proposers must possess the following minimum qualifications to be considered for **each** professional that will provide the above-referenced services:
1. M.D. degree and licensure in the State of Florida;
 2. Two years experience in providing psychiatric services to children and adolescents;
 3. Completion of a residency in child psychiatry; and
 4. Board certification in child and adolescent psychiatry and/or general psychiatry.

Psychiatric Fellows are not able to provide these services.

B. Proposers must submit the information listed below for **each** professional that will provide psychiatric consultation services, as well as other information specified elsewhere in this RFP:

1. A brief description of the design for provision of consultation services.
2. Evidence (e.g., certificate, diploma) of the highest educational degree for **each** staff member who will provide services.
3. Evidence that the proposer is licensed to practice medicine under the laws of the State of Florida. A copy of **each** psychiatrist's license/certificate should be submitted.
4. Evidence of completion of a residency in psychiatry or child psychiatry for **each** psychiatrist.
5. Evidence of Board certification in child and adolescent psychiatry and/or general psychiatry for **each** psychiatrist, if applicable.
6. Documentation of two years experience in providing psychiatric services to children and adolescents for **each** psychiatrist and of any other relevant qualifications to provide the evaluations/consultations sought.
7. State experience for **each** professional providing psychiatric consultation services. Proposer(s) should submit a brief **one-page** resume(s) to document the required experience, as well as documentation to confirm that the proposer has checked references related to experience.
8. Documentation on bilingual capability, in one or more of the following languages: English/Spanish, English/Haitian-Creole, English/French for **each** psychiatrist.
9. A minimum of two letters of reference written no more than **one year** prior to the date this RFP is submitted.
10. Identification of the proposer's staff member to serve as liaison for service delivery and description of this staff member's qualification and experience.
11. The proposer's hourly fee must be indicated on **Attachment D-Proposer's Fee, Proposed Service Area, and Certification of Hours of Services**. One hourly fee is required. Do not differentiate fees for specific services.

12. The signature of the authorized person empowered to submit this proposal indicated in the space provided for such on **Attachment D-Proposer's Fee, Proposed Service Area, and Certification of Hours of Services.**

VII. INSURANCE REQUIREMENTS

The successful proposer, if selected for this Request for Proposals, shall agree to provide proof of Professional Liability Insurance and to the following language:

The proposer shall hold harmless, indemnify and defend indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out do or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the proposer, excluding only the sole negligence of the culpability of the indemnitee, The following shall be deemed to be indemnitees; The School Board of Miami-Dade County, Florida, and its members, officers and employees.

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 below:

- A. Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Chapter 440, Florida Statutes.
- B. Commercial General Insurance on 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. Automobile Liability Insurance covering all owned, non-owned and hired vehicles use in connection with the work as outlined in this Request for Proposals, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage liability.
- D. Proof of Professional liability (e.g. medical malpractice) insurance in the name of the proposer, with limits of liability not less than \$1,000,000 per wrongful act. All certificate of insurance submitted must be issued by companies authorized to conduct business under the laws of the State of Florida, with an A.M. Best rating (most currently published) must be no less than "B+" as to management, and no less than "Class V" as to financial strength. Certificates shall indicate no modification in insurance be made within (30) days advance written to the additional named insured or certificate holder.

VIII. TERMS OF CONTRACT

The purpose of this RFP is to establish a contract for services from July 1, 2009 through June 30, 2010. The contract may, by mutual agreement between the School Board and the Awardee, be extended for two (2) additional one-year periods, and if needed, ninety (90) days beyond the expiration date of the current extension period. The School Board, through the Procurement Management Services, shall if considering an extension, 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. All prices shall be firm for the term of the contract and extension period(s), if any. Extension will be dependent upon funding availability and the need for services, as determined by the Division of SPED.

Payment for services will be made in monthly installments upon receipt by the Division of SPED of a properly documented invoice and approved service log. All financial records pertinent to the provision of psychiatric consultation services will be maintained in the office of the proposer for a period of five years and will be available to the School Board or its designee for audit.

The School Board, by law, must reserve the right to cancel the contract at the end of the year of the contract term or fiscal year, as well as in the event the services rendered do not comply with the provisions of the proposal and/or the quality of service is found to be 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 psychiatric consultation services whichever is more stringent.

It is understood that for the provision of psychiatric consultation services, all psychiatrists provided by the proposer shall be covered for the term of the contract by professional liability insurance subject to the terms outlined in Section VI. The coverage will be present and in force during the term of the contract. Required proof of coverage shall be submitted subsequent to the School Board's award of this contract and must be acknowledged and approved by the School Board's Office of Risk and Benefits Management prior to the vendor providing professional services.

If selected, the proposer shall agree to hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury or damage to tangible property arising out of or incidental to the performance of the services of

this RFP, by or on behalf of the proposer, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, and its members, officers and employees.

IX. EVALUATION OF PROPOSALS

- A. Representatives of the District will evaluate proposals in order to ascertain which proposal(s) best meets the needs of the School Board. On or about April 21, 2009, a committee consisting of the following members will evaluate proposals:
- Regional Center Supervisor for SPED or designee;
 - Supervisor, Division of Psychological Services or designee;
 - Psychologist, Division of Psychological Services;
 - Teacher from the programs for students with E/BD;
 - Site clinician from the programs for students with E/BD;
 - Representative, Superintendent's District Advisory Panel for ESE;
 - Representative, Division of Business Development and Assistance and;
 - Representative, Procurement Management Services (non-voting).
- B. Evaluation consideration will include, but not be limited to, the following:
1. The responsiveness of the proposal in clearly stating an understanding of the work to be performed within the established time frames.
 2. Cost. The cost may not be the dominant factor but will have some significance. It will be a particularly important factor when all other evaluation criteria are relatively equal.
 3. The proposed serviced area will not be a dominant factor, but will be considered. It will be a particularly important factor when all other evaluation criteria are relatively equal.
 4. The background, qualifications, experience, skills and/or expertise in the area of the provision of psychiatric consultation services for severely emotionally disturbed students, along with the type and frequency of supervision and the identification and documentation of the agency liaison staff member. Preference will be given to proposers who can provide psychiatrists who have bilingual capability in any one or more of the following areas: English/Spanish, English/Haitian Creole, English/French.

5. Past performance.

The school district reserves the right to reject any and all proposals submitted, or any phase thereof. When the final selection is made, a professional services agreement acceptable to the Attorney for the School Board will be entered into with the successful proposer(s). No debriefing or discussion will be held with unsuccessful proposers. The School Board retains the right to waive irregularities and to request clarifications in the proposal. 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 School Board.

XI. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

A. Equal Employment Opportunity

It is the policy of the School Board that no one 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 shall be required to indicate its equal employment policy and provide a detailed breakdown, by ethnicity, gender, and occupational categories of its work force. See **Attachment E - Affirmative Action Employment Breakdown (FM-4859)**.

B. 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 Women 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/WBEs, prior to contract award. The MWBE Application may be assessed through the following link:

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

XII. MEDICAID FUNDS

The district will seek Medicaid reimbursement for the services provided. Contracted Employees will be required to complete the M-DCPS paperwork to document their services as is necessary to assist the district in this process.

XIII. OCCUPATIONAL LICENSE:

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

XIV. DISPUTE RESOLUTION

A. Dispute

If, during the Term, any issue, dispute, or controversy (a "Dispute") arises hereunder, then the designated representatives of Contractor and the Board shall promptly confer and exert commercially reasonable efforts to attempt to reach a reasonable and equitable resolution of such Dispute. If such representatives fail to resolve such Dispute within five (5) business days after such Dispute arises, the Dispute shall be referred promptly to the responsible senior management of each Party. If such Dispute is not resolved within five (5) business days after such referral to senior management, each Party shall promptly make an appropriate member of its senior executive team available on-site at the location designated by the Board, and the Parties shall exert all commercially reasonable efforts to resolve such Dispute in good faith during such meeting. Neither Party shall seek any means of resolving any Dispute arising in connection with this Agreement other than as described herein before the end of the fifth (5th) business day after the date that such Dispute was referred to the responsible senior management of each Party. If the Parties' responsible senior management representatives fail to resolve a Dispute in accordance with the foregoing procedure within the period of time specified above, either Party may, at any time after the expiration of such time period, pursue any rights or remedies available hereunder, at law, or in equity. Nevertheless, if mutually agreed upon in writing by the Parties with respect to any given Dispute from time to time, the Parties may choose to pursue any available form of alternative dispute resolution (such as, for example, mediation or arbitration, whether binding or non-binding) with respect to such Dispute. Agreement to arbitrate or mediate any given Dispute shall not serve as agreement to mediate or arbitrate any other Dispute arising hereunder.

B. Exceptions

Neither Party shall be obligated to comply with the procedures set forth in the foregoing provisions of this Section with regard to any other breach, alleged

breach, or violation with regard to any third-party claims, or with regard to disputed matters for which less than thirty (30) days remain before the period provided by the applicable statute of limitations governing the claim or cause of action underlying the disputed matter shall expire.

C. Termination or Suspension of Services

During the pendency of any internal escalation conducted or held in accordance with this Section, both Parties shall continue to perform their respective obligations under this Agreement.

XV. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals for psychiatric counseling is as follows:

Procurement Contract Review Committee.....	January 15, 2009
Mailing of RFP.....	March 24, 2009
Deadline for Questions.....	April 1, 2009
Opening of Proposals.....	April 14 2009
Evaluation Committee Meeting.....	April 21, 2009
Contract Award.....	June 17, 2009

XIV. ADDITIONAL INFORMATION

Specific information concerning this RFP should be e-mailed prior to the deadline for questions, referencing the RFP by page number and paragraph, no later than 4:00 p.m., on April 1, 2009, to:

Ms. Barbara D. Jones, CPPB, Executive Director
Procurement Management Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132
(305) 995-2348
E-mail bjones@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the proposers(s) to monitor this site for posting of response(s). The website link is the following:

<http://procurement.dadeschools.net/bidsol/asp/ENACT.asp>

ATTACHMENT-A
Miami-Dade County Public Schools
Programs for Students with Emotional/Behavioral Disabilities
Psychiatric Consultation Report

Student's Name: _____

DOB: _____

School Name: _____

Student Id: _____

Clinician Name: _____

Date of Consult: _____

Reports attached? ☐yes ☐no

Permission attached? ☐yes ☐no

I. Background Information:

II. Home (Family Constellation? Group Home?):

III. Reason for Referral (Specific questions/concerns) :

IV. Summary of Findings:

ATTACHMENT-A
Miami-Dade County Public Schools
Programs for Students with Emotional/Behavioral Disabilities
Psychiatric Consultation Report

IV. Summary of Findings (Continued):

ATTACHMENT-A
Miami-Dade County Public Schools
Programs for Students with Emotional/Behavioral Disabilities
Psychiatric Consultation Report

V. Diagnostic Impression:

- ❖ Axis I

- ❖ Axis II

- ❖ Axis III

- ❖ Axis IV

- ❖ Axis V

VI. Recommendations:

Psychiatric Consultant

Site Clinician

Date



DIVISION OF SPECIAL EDUCATION

Weekly Contact Log

Psychiatric Consultation

ATTACHMENT-B

2009-2010

Name of Psychiatrist::

Month of:

Name of School Site:

	STUDENT NAME (Attach List)	TREATMENT OR CONSULTATION	DATE	TIME		LOCATION OF SERVICE	NUMBER OF PARTICIPANTS	TOTAL		COMMENTS
				FROM	TO			HOURS	MINUTES	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
TOTAL HOURS										

PD-Professional Development

PC - Parent Consultation

TC - Teacher Consultation

CC - Clinician Consultation

CM - Case Management

SE - Student Evaluation

RK - Record Keeping

I certify that these services
have been rendered to the
students listed above

Psychiatrist (Signature)

Date

School Site Clinician (Signature)

Date

ATTACHMENT-C
Miami-Dade County Public Schools
Psychiatric Services Summary for Center Schools

Student's Name: _____

DOB: _____

School Name: _____

Student Id: _____

Clinician Name: _____

Date of Consult: _____

Reports attached? ☐yes ☐no

Permission attached? ☐yes ☐no

I. Diagnostic Impression:

- Axis I: _____
- Axis II: _____
- Axis III: _____
- Axis IV: _____
- Axis V: _____

II. Summary of Findings :

Current Medications/Dosages	Medication Changes – Please indicate dosage changes as well

III. Overall/Clinical Recommendations:

Psychiatric Consultant

ATTACHMENT D

**PSYCHIATRIC CONSULTATION SERVICES FOR UP TO 51 PROGRAMS WITH
SELF-CONTAINED CLASSES FOR STUDENTS EMOTIONAL/BEHAVIORAL
DISABILITIES**

**PROPOSER'S FEE, PROPOSED SERVICE AREA, AND CERTIFICATION
OF HOURS OF SERVICES**

I. PROPOSER'S FEE

Hourly Fee _____

II. PROPOSED SERVICE AREA

Proposers must specify the area **and** Center School for which they are proposing to provide services.

- _____ North (Schools north of Flagler)
- _____ Robert Renick Educational Center
- _____ South (Schools south of Flagler)
- _____ Ruth Owens Kruse Educational Center

LEGAL NAME OF AGENCY OR CONTRACTOR SUBMITTING PROPOSAL:

AUTHORIZED SIGNATURE: _____

NAME TYPED: _____

POSITION: _____

DATE: _____



AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN

ATTACHMENT

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[illegible]