



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

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REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS NO. 060-JJ10

TITLE I SUPPLEMENTARY INSTRUCTIONAL SERVICES FOR NON-PUBLIC SCHOOL STUDENTS

Proposals will be accepted until **2:00 PM, (Local Time) on April 16, 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1450 N.E. Second Avenue, Room 352, Miami, Florida, 33132, at which time they will be publicly opened and may not be withdrawn for one hundred twenty (120) days from that date.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. 060-JJ10

TITLE I SUPPLEMENTARY INSTRUCTIONAL SERVICES FOR NON-PUBLIC
SCHOOL STUDENTS

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) **April 16, 2009**, and may not be withdrawn for one hundred twenty (120) days from that date.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 16, 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 16, 2009.** The agency or individual proposer's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After **April 16, 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(l) 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
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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 #060-JJ10
TITLE I SUPPLEMENTARY INSTRUCTIONAL SERVICES FOR NON-PUBLIC
SCHOOL STUDENTS**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

I. NAME AND ADDRESS OF REQUESTER

The School Board of Miami-Dade County, Florida
Title I Administration
1450 N. E. Second Avenue, Room 500
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals (RFP) is to select a provider(s) to deliver supplementary instructional services in the areas of reading, writing, mathematics, and science to Title I eligible students enrolled in non-public schools. All responsive proposals must include a single cost for services, materials, supplies, and equipment necessary to deliver remedial basic skills instruction to students failing or at risk of failing in the above-listed subject areas. The proposer(s) selected must be able to customize the instructional services to meet the needs of eligible students.

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. (Local Time), April 16, 2009, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Division of Procurement Management
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 proposer(s). The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or caused by any other occurrence. The proposal must be submitted in a sealed envelope or box marked "TITLE I SUPPLEMENTARY INSTRUCTIONAL SERVICES FOR NON-PUBLIC SCHOOL STUDENTS." It is anticipated that a proposal(s) will be presented to the School Board for acceptance on or about June 17, 2009. If accepted, notification to the successful proposer(s) will be provided on or after June 17, 2009. The School Board reserves the right to reject any and all proposals.

IV. DESCRIPTION OF THE PROGRAM

The *No Child Left Behind Act of 2001* (NCLB) requires Local Educational Agencies (LEA) to provide supplementary instructional services to Title I eligible students that attend non-public schools, directly or through contracts with public and private agencies, organizations, and institutions. The United States Supreme Court has confirmed that local school districts are required to provide Title I funded instructional services to eligible students who attend religiously-affiliated non-public schools.

As a result of conferences and consultation between representatives of Miami-Dade County Public Schools (M-DCPS) Title I Administration and representatives of participating non-public schools, it has been mutually agreed that Title I instructional services should be provided by a Third Party Contractor(s) who will provide all equipment, materials, supplies, as well as professional development and parental involvement activities, necessary in order to deliver remedial basic skills instruction to students failing or at-risk of failing core subject areas (reading, writing, mathematics, and science) as required under Title I regulations. A strong and effective instructional support program should be customized to meet the needs of eligible students attending non-public schools and the program should allow for periodic adjustments in the instructional program through ongoing feedback between the teachers, participating schools, M-DCPS, and the Third Party Contractor(s).

Eligibility for Title I funding is based upon the number of students who attend non-public schools and the poverty data from the public school attendance boundaries in which the students reside. The tentative budget for this program is estimated at \$3,500,000. Each non-public school's allocation is determined each year based upon the M-DCPS Title I allocation formula and the number of eligible students at the non-public school. Services will be provided over the period of one year from September 2009 through April 2010. The contract for these services may be extended annually for up to five (5) additional years, subject to funding availability and maintenance of Federal Requirements, and satisfactory performance for preceding years.

The names of the private schools estimated to receive Title I supplementary instructional services, along with the estimated number of students per school are listed below:

<u>SCHOOL</u>	<u>NUMBER</u>
1. Archbishop Coleman Carol	17
2. Archbishop Curley Notre Dame High School	74
3. Blessed Trinity	17
4. Christopher Columbus High School	40

5.	Carpe Diem	10
6.	Clara Mohammed	9
7.	LaSalle High School	73
8.	Mother of Christ Catholic School	19
9.	Mother of the Redeemer Catholic School	20
10.	Our Lady of Divine Providence	23
11.	Holy Family Catholic School	87
12.	Our Lady of the Holy Rosary	115
13.	Immaculate Conception Catholic School	45
14.	Our Lady of Lourdes Elementary	13
15.	Monsignor Edward Pace High School	3
16.	Our Lady of Fatima	5
17.	Saint Patrick School	11
18.	Saint Agatha	2
19.	Saint Hugh	11
20.	Saint James Catholic School	146
21.	Saint John the Apostle School	97
22.	Saint Joseph School	17
23.	Saint Lawrence School	19
24.	Saint Mary's Cathedral	195
25.	Saint Michael the Archangel	63
26.	Saint Monica Catholic School	374
27.	Saint Rose of Lima	35
28.	Saint Timothy Parish School	3
29.	Saints Peter and Paul School	53
30.	Beth Jacob School	57
31.	Landow Yeshiva Center	74
32.	Mechina High School of South Florida	14
33.	Rabbi Alexander S. Gross Hebrew Academy	94
34.	Samuel Scheck Hillel Community Day School	89
35.	Toras Emes Academy of Miami	159
36.	Yeshiva Elementary School	52
37.	Yeshiva Toras Chaim	20
38.	Champagnat Catholic School of Hialeah	112
39.	First Assembly Christian Academy	69
40.	Holy Cross Lutheran	2
41.	Hope Academy	145
42.	Worshipper's House of Prayer Academy	48
43.	Lincoln-Marti Schools	3,336
44.	Miami Christian Academy	28
45.	Miami Union Academy	62
46.	Olivya Baker Academy	9
47.	Owens School of Technology	44
48.	Spirit of Christ Development Center	33
49.	Sunflowers Academy	113
50.	Worshipper's House of Prayer	67
51.	Yvonne Learning Center	41

TOTAL

6,264

V. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

- A. Proposer must provide documentation of 3–5 years experience providing similar services to school districts, preferably in Florida. Also, vendor must supply the names and addresses of three school districts, preferably in the state of Florida, where they have delivered or are delivering similar services.
- B. Proposer must possess a license to do business in Florida.
- C. Proposer must have an established office in the Miami-Dade County area.
- D. Proposer must submit the names and resumes of administrative staff that will oversee the project.
- E. Proposer must demonstrate knowledge of Title I program guidelines and be aware of the impact of the 1997 Agostini v. Felton ruling. (Proposer must provide written summary).
- F. Proposer must provide a detailed description of the instructional services that will be made available to each student including the length of each service session, the frequency of sessions per week, and overall number of sessions per year.
- G. Proposer must provide customized services in the areas of reading, writing, mathematics, and science to each school site for eligible Title I participants.
- H. Proposer must provide a description of staff development and parental involvement activities at each school site that comply with Title I regulations.
- I. Proposer shall include in its proposal, the number of teachers who will be hired to provide services; number of students to be served at each school site; and the total instructional contact hours with students at each school site.
- J. Proposer shall include itemized cost delineating cost per-student for the academic school year and the total number of instructional contact hours per-student per year.

VI. SCOPE OF SERVICES

The successful proposer shall perform the following services:

- A. Provide a teacher at the proposed sites with the responsibility for planning, administering, and assessing an individualized supplementary instructional program in reading, writing mathematics and/or science for Title I eligible students. All services will be delivered at the student's non-public school. The Title I funded teachers cannot engage in team teaching or other cooperative instructional activities with non-public school personnel, and cannot introduce any religious matter into the teaching or become involved in the religious activities of the non-public school.
- B. Establish instructional approach and goals, program evaluation, teacher consultation, encourage parental involvement, and follow-up procedures to students in grade 1 through grade 12 who meet Title I program eligibility.
- C. Provide equipment, textbooks, and other instructional materials used in the program that are current and appropriate for the instructional levels and academic needs of participating students, and maintain an inventory of these materials that is accessible and available to M-DCPS upon request.
- D. Evaluate participating students annually, using norm-referenced test(s) resulting from consultation with participating non-public schools and approved by M-DCPS.
- E. Provide parental communications in English, Spanish, and Haitian Creole.
- F. Provide at least four parent training sessions and parental involvement activities at each school site.
- G. Ensure a teacher/student ratio of no greater than 1:15.
- H. Provide substitute teachers as needed.
- I. Provide M-DCPS with the names, addresses, telephone numbers and related educational needs assessment data for all participating students.
- J. Provide the principal of each non-public school with written notification, as well as a formal visit introducing the teacher assigned.

- K. Maintain thorough, efficient, and current records of program operations, student progress and attendance, as required by Title I regulations and M-DCPS.
- L. The Contractor representative(s) shall sign-in and sign-out at the school location where services are performed.
- M. The Contractor will obtain monthly sign-offs of the instructional hours delivered per student by the non-public principal at the school location where services are performed.
- N. The Contractor shall notify the M-DCPS Contract Manager and non-public school principal, within an hour of occurrence, of services not delivered as scheduled.
- O. The Contractor shall report to the M-DCPS Contract Manager and non-public school principal within an hour of occurrence, any health or safety issues involving participating students.

VII. TERMS OF CONTRACT

The purpose of this proposal is to establish a contract to deliver instructional services to Title I eligible students enrolled in non-public schools who are failing or at-risk of failing in the core subject areas. The term of the contract shall be for one (1) year from date of award, and may, by mutual agreement between the School Board and the awardee, upon final School Board approval, be extended for five (5) additional one (1) year periods and, if needed, 90 days beyond the expiration date of the current extension period. The Board, through Procurement Management Services, may, 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. The successful vendor (s) agrees to this condition by signing its proposal.

The School Board of Miami-Dade County, Florida, reserves the right to terminate any contract resulting from this proposal in the event of unavailability of funds, elimination of Federal requirements of services to non-public schools, or a determination that the services rendered do not comply with the provisions of the proposal and/or are not satisfactory and proper, as determined by the School Board.

In the event that the NCLB or its reauthorization act is changed by congressional and/or judicial action to eliminate the requirement of the allocation of Title I funds on remedial education of non-public school

students in any form, the contract shall become null and void. In this event, the contractor will cease activities and receive no further compensation. However, the contractor will be compensated, pursuant to the Agreement for its services rendered up to the effective date of cessation of funding.

If an audit of activities covered under this contract results in adverse findings against the District that are as a result of error on the part of the contractor, the contractor will be responsible for reimbursement to the District for any loss of Title I funding, penalty, or fine assessed against the District.

Payment for services will be made in five (5) installments, upon receipt by the School Board's Accounts Payable Department of a properly documented invoice listing the amount of contractual hours delivered.

VIII. ITEMIZED COSTS

For the purposes of determining itemized costs, the contract will consist of two parts:

- A. Instructional Services:** Instructional services are those services that occur at individual school sites. They may include, but are not limited to, teacher salaries and fringe benefits, cost of new instructional computers and software, classroom materials and supplies, etc. The amount of funds that can be expended annually for instructional services is determined by the funds attributable to the enrollment Title I eligible students at each participating non-public school. Funds are generated according to District formula. From this total amount, 1% must be expended on parental involvement.
- B. Administrative Support:** Administrative support, are those costs that occur in support of the instructional services portion of the program. They may include, but are not limited to, norm-referenced assessment services and testing materials, coordinator's salary and fringe benefits, cost of replacement equipment, furniture, leases, permits, utilities, office space, clerical assistance, travel, etc. Administrative costs are not to exceed the annually authorized Florida Department of Education's indirect cost rate. For the 2008-2009 school year, the approved indirect cost for M-DCPS is 4.39%.

IX. PAYMENT SCHEDULE

The District will make five (5) payments. Each payment will represent 1/5th of the total contract price, under the following conditions:

- A. The first payment will be made upon acceptance of the program as being fully operational at all sites and all pertinent specifications have been met, and the release of funds to the District has been secured from the State Education Agency.
- B. If services are not initiated by the first school day in September, the District will pay the contractor on a pro-rated basis. This basis will be computed by dividing the current yearly cost by the number of instructional hours contracted. The pro-rated compensation will be this figure multiplied by the number of instructional hours rendered.

X. EVALUATION OF PROPOSALS

Proposals shall be evaluated by a committee on the basis of qualifications, knowledge of Title I, proposed instructional services in the subject areas of reading, writing, mathematics, and science, and the fees specified. Title I educational services for private school students will be evaluated on the basis of their effectiveness as it applies directly to student achievement.

The following specific criteria will be evaluated:

- A. Appropriateness of instructional services for students to be served in grades K-12;
- B. Appropriateness of customized instructional program for participating students;
- C. Availability, viability, and cost of the instructional delivery;
- D. Proposer's understanding of the purpose, regulations, and policies of Title I.
- E. Compliance with Title I regulations;
- F. Staff development activities proposed;
- G. Parental involvement activities proposed;

- H. Contractor's experience in providing similar supplementary instructional services in school districts, preferably in non-public schools.
- I. Contractor's personnel qualifications, including training and educational experience for teachers, supervisory, and administrative staff associated with the project (presented in resume format);
- J. Past performance with M-DCPS and other districts; and
- K. Cost.

The selection committee will consist of the following:

- Two representatives from Title I Administration;
- A representative from one of the participating non-public schools funded by Title I;
- Two administrators from Curriculum and Instruction;
- A representative from the Division of Business Development and Assistance;
- A representative from the Office of Program Evaluation; and
- A representative from Procurement Management (non-voting).

XI. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

1. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. **(ATTACHMENT A)**
2. Minority/Women Business Enterprise (M/WBE) Participation
The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a

scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:
<http://forms.dadeschools.net/webpdf/3920.pdf>

XII. GENERAL 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 below:

Professional Liability

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

- A. The individual firm's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
- B. If on a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement.
- C. The minimum limits to be maintained by the individual/firm (inclusive of any amounts provided by an umbrella or excess policy) shall be \$3 million per claim/annual aggregate.

Workers' Compensation Insurance

Workers' Compensation Insurance for all employees of the proposer as required pursuant to the provisions of Section 440, Florida Statutes.

Commercial General Insurance

Commercial General Insurance on a comprehensive basis in an amount not less than \$1,000,000 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.

Automobile Liability Insurance

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work as outlined in this RFP, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability.

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

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

XIII. INDEMNIFICATION

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

The individual/firm(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit

is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firm's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firm's directors, officers, employees, agents, subcontractors or other representatives.

XIV. 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.

XV. 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.

XII. IMPLEMENTATION SCHEDULE

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|---|------------------|
| • Procurement Contract Review Committee | January 15, 2009 |
| • Mailing of Request For Proposals | March 24, 2009 |
| • Deadline for Questions | April 1, 2009 |
| • Opening of Proposals | April 16, 2009 |
| • Evaluation of Proposals | April 22, 2009 |
| • Recommendation for Award | June 17, 2009 |

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>



**AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN**

ATTACHMENT A

FM-4859 Rev. (02-01)