REQUEST FOR PROPOSALS

COUNSELING SERVICES IN 29 PROGRAMS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

PROPOSAL RETURN DATE

MARCH 28, 2006

RFP NO. 079-FF10

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
1450 N.E. 2ND AVENUE, MIAMI, FLORIDA 33132
REQUEST FOR PROPOSALS NO. 079-FF10

COUNSELING SERVICES IN 29 PROGRAMS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** March 28, 2006, and may not be withdrawn for one hundred-twenty (120) days from that date.

ANTI-COLLUSION STATEMENT

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

CERTIFICATION AND DENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS.

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

(Please Type or Print Below)

LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE_____

BY: TYPED_____

TITLE: _____

INSTRUCTIONS TO AGENCY/PROPOSER SUBMITTING PROPOSAL

I. PREPARING OF PROPOSALS

A. THE PROPOSAL IS TO BE SUBMITTED, using 8-1/2" x 11" paper.

B. IDENTIFICATION. Failure to indicate the contractor's EXACT legal name and an unsigned proposal may be considered non-responsive.

II. SUBMITTING OF PROPOSALS

A. Number of Proposals:

A total of nine (9) copies of the Proposal must be submitted as follows:

* The original proposal in a sealed envelope or box marked "Original."

** (8) 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 Services, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. March 28, 2006.

III. CHANGE OR WITHDRAWAL OF PROPOSAL

A. PRIOR TO PROPOSAL OPENING. Should the agency or individual contractor withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to March 28, 2006. The agency or individual contractor's name and the proposal number should appear on the envelope.

B. AFTER PROPOSAL OPENING. After March 28, 2006, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV PROTEST TO CONTRACT SOLICITATION OR AWARD

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

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

B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

C. The notice of protest will be reviewed by Procurement Management Services staff, which will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest if not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes, by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

V. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids.

B. NOTIFICATION OF INTENDED ACTION. Notices will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon Board action.

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 awardee shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

VII. PUBLIC ENTITY CRIMES

§ 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 § 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

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

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

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

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

IX. CONE OF SILENCE

BOARD RULE 6GX13-8C-1.212

DEFINITION**:**

A. "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), bid, or other competitive solicitation between:

1. Any person who seeks an award there from; 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, which are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

B. A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

C. The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative:

1. From making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;

2. From engaging in contract negotiations during any duly noticed public meeting;

3. From making a public presentation to the School Board during any duly noticed public meeting; or

4. From communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

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

E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.

F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

Specific Authority: 1001.41(1)(2); 1001.42(22); 1001.43(10) F.S.
Law Implemented, Interpreted or Made Specific: 1001.43(10); 1001.51(14) F.S.
History: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
New: 6-18-03

Revised 11/03

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PROPOSALS NO. 079-FF10

COUNSELING SERVICES IN 29 PROGRAMS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS

I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools
Division of Special Education (SPED)
1500 Biscayne Boulevard, Suite 409
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Request For Proposals (RFP) is to evaluate and select one or more agencies in the field of mental health to provide weekly group and/or individual counseling to emotionally handicapped (EH) students assigned to self-contained classes. See **Attachment A - Schools With Self-Contained Classes For Emotionally Handicapped Students Requiring Mental Health Counseling Services**. Proposer(s) may propose to serve one or more sites. Parent and teacher contacts/conferences and other related activities are services to be provided at each site.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Nine copies of this proposal, one of which must be an original, must be received by 2:00 p.m. (Eastern Standard Time) March 28, 2006 at:

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

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States Postal Service or any other delivery service or any other occurrence. The proposal must be submitted in a sealed envelope or box marked “COUNSELING SERVICES IN 29 PROGRAMS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS."

It is anticipated that a proposal(s) may be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance on or about May 10, 2006. If accepted, notification to the successful proposer(s) will be on or after May 10, 2006. 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 this RFP. In the event the School Board chooses to provide services, adjustments may be required to the proposer's contract in order to coordinate services appropriately.

V. DESCRIPTION OF THE PROGRAM

The Division of SPED operates specialized classes for self-contained EH students. Each class has a teacher and a paraprofessional delivering the academic curriculum and affective education program to the EH students. In addition, a Behavior Management Teacher (BMT) is assigned to most elementary EH programs. The BMT provides direct assistance and support to teachers in the self-contained EH program in the following areas: the development and implementation of the curriculum, and the establishment of a classroom behavior management system.

Miami-Dade County Public Schools (M-DCPS) has been providing counseling services in 29 programs for EH students through professional service contracts. Contracts expire this year; therefore, a new RFP must be developed in order to continue these services.

Agencies selected will provide the following approximate hours per week effective July 1, 2006 through June 30, 2007, for an approximate total of 476 hours per week:

Morningside Elementary School (Pre-K), J.R.E. Lee Opportunity School, Miami Douglas MacArthur South Senior High School, Dorothy M. Wallace COPE Center, and COPE Center North, 10 hours of services at each school per week; Miami Heights (Pre-K), Madie Ives and West Homestead Elementary Schools, Lake Stevens and Lawton Chiles Middle Schools, Dr. Michael M. Krop and North Miami Beach Senior High Schools, 13 hours of services per week; Ruben Dario and South Miami Middle Schools, North Miami Senior High School, Jan Mann Opportunity School, and William H. Turner Technical Arts High School, 17 hours of services at each school per week; Lenora B. Smith, Fienberg-Fisher, North Glade, North Hialeah, and Pine Lake, and Pine Villa, and Laura C. Saunders Elementary Schools, Allapattah, Howard A. Doolin, Highland Oaks and Horace Mann Middle Schools, 20 hours of services at each school per week; and Miami Douglas MacArthur North Senior High School, 23 hours of services per week.

These services that are sought, on-site at each school, on a weekly basis, must include the following approximate hours:

For the five programs receiving ten hours of services per week:

- Eight hours of group and/or individual counseling weekly (It is recommended that each student be seen twice weekly.);
- One hour of parent/teacher consultation weekly; and
- One hour of record keeping.

For the seven programs receiving 13 hours of services per week:

- 11 hours of group and/or individual counseling weekly (It is recommended that each student be seen twice weekly.);
- One hour of parent/teacher consultation weekly; and
- One hour of record keeping.

For the six programs receiving 17 hours of services per week:

- 14 hours of group and/or individual counseling (It is recommended that each student be seen twice weekly.);
- One and one-half hours of parent/teacher consultation; and
- One and one-half hours of record keeping.

For the eleven programs receiving 20 hours of services per week:

- 17 hours of group and/or individual counseling (It is recommended that each student be seen twice weekly.);
- One and one-half hours of parent/teacher consultation; and
- One and one-half hours of record keeping.

For the one program receiving 23 hours of services per week:

- 20 hours of group and/or individual counseling (It is recommended that each student be seen twice weekly.);
- One and one-half hours of parent/teacher consultation; and
- One and one-half hours of record keeping.

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 rendered (including a log of services to document dates, times, locations, descriptions, and hours of service). In addition, the agency(ies) must provide the 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 District and the agency(ies) relative to the provisions of the contractual agreement for counseling 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 PROPOSERS

A. Proposer(s) must possess the following minimum qualifications to be considered for **each** professional that will provide the above-referenced services.

1. Masters degree in psychology, social work, counseling, or school psychology.

2. Current Florida license in psychology, clinical social work, mental health counseling, marriage and family therapy, or school psychology.

3. A current professional liability insurance policy that covers practice in the proposer's mental health discipline.

4. Two years experience working with emotionally disturbed youngsters. (Student interns will not be considered.)

B. Proposer(s) must submit the information listed below (including information when applicable, for **each** mental health counselor that will provide services under the proposer's auspices) as well as other information specified elsewhere in this RFP:

1. A brief description of the design for provision of services.

2. Evidence (e.g., certificate, diploma) of the highest educational degree for **each** staff member who will provide services.

3. Evidence of agency's licensure/certification to practice psychology, clinical social work, mental health counseling, marriage and family therapy, or school psychology in the State of Florida. A copy of **each** clinician's license/certificate should be submitted.

4. State the experience for **each** professional that will provide services for the agency in providing mental health counseling services on **Attachment B- Provider Application Form.** 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 experiences.

5. Documentation of bilingual capability in one or more of the following languages: English/Spanish, English/Haitian Creole, English/French for **each** mental health counselor, if applicable.

6. Information on other professional qualifications, skills, and areas of expertise that would assist in the provision of these counseling services must be written on **Attachment B** - **Provider Application Form**.

7. A minimum of two letters of reference written no more than one year prior to the date this RFP is submitted.

8. Documentation on the type and frequency of supervision to be provided, including the positions and qualifications of staff member(s) who will provide supervision.

9. Identification of the proposer's staff member to serve as liaison for service delivery and description of this staff member's qualifications and experience.

10. The proposer's hourly fee must be indicated on **Attachment C** – **Proposer's Fee, Proposed Service Area, and Certification of Hours of Services**. One hourly fee is required. Do not differentiate fees for specific services.

11. The school site(s) for which services are proposed must be indicated on **Attachment C – Proposer's Fee, Proposed Service Area, and Certification of Hours of Services**.

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

VII. INSURANCE REQUIREMENTS

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

The proposer shall hold harmless, indemnify and defend indemnities (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 indemnity, The following shall be deemed to be indeminitees; 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 Statues.

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, 2006 through June 30, 2007. The contract may, by mutual agreement between the School Board and the Awardee, be extended for two additional one-year periods and, if needed, 90 days beyond the expiration date of the current extension. The School Board, through Procurement Management Services, shall if considering to extend, request a letter of intent to extend, from the awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract and extension period, if any. Extension will be dependent upon funding availability and the need for the 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 mental health counseling services will be maintained in the office of the proposer for a period of five years and will be made 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 mental health counseling services, whichever is more stringent.

It is understood that for the provision of mental health counseling services, all counselors 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 indemnities. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, and its members, officers, and employees.

IX. 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.

X. ADDITIONAL REQUIREMENTS

The agency(ies) must ensure the provision of adequate clinical supervision for the staff assigned to this program. All services provided by the agency(ies) will be coordinated with the school site administrator.

Staff from the agency(ies) will be required to write clinical notes for each direct service and student-oriented consultation that is provided. In addition, an annual progress report on each student will be required. Staff will also be required to complete a weekly log documenting hours of service for each student served. See **Attachment D** - **Weekly Contact Log for Mental Health Counselors**. A monthly invoice based upon hours of services rendered must also be submitted at the end of each month.

XI. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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)**.

M/WBE Participation

The School Board to have 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. THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under Agreement, agreeing that the employee will abide by therefore described background screening requirements, and also agreeing that the employee will notify the contractor/Employer of any arrest(s) or conviction (s0 of any offense enumerated in § 435.04, Florida Statues within 48 hours of its occurrence.

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

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

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes, as it presently exists, and further as it may amend from time to time. Further Contractor agrees that failure to comply with 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.

XIII. EVALUATION OF PROPOSALS

A. Representatives from the District will evaluate proposals in order to ascertain which proposal(s) best meets the needs of the School Board. A committee consisting of the following members will evaluate proposals on or about, April 3, 2006:

- A Region Center Instructional Supervisor of SPED or designee;
- A Supervisor of the Division of SPED;
- A representative of the Division of Psychological Services;
- A representative of the Superintendent's District Advisory Panel for SPED;
- Director of Division of Business Development and Assistance, or designee;
- Director of Procurement Management Services; or designee;
- A representative of a school receiving contracted counseling services; and
- A representative of United Teachers of Dade.

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. 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 service area will not be the 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 mental health counseling services for EH 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 counselors who have bilingual capability in any one or more of the following languages: English/Spanish, English/Haitian Creole, English/ French.

5. The 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 is not obligated to place any order for services subsequent to the award of this proposal. 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.

XIV. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals for the provision of mental health counseling services, is as follows:

Procurement Contract Review Committee.....February 23, 2006

Mailing of RFP ..... March 10, 2006

Opening of proposals..... March 28, 2006

Evaluation completed by selection committee .....April 3, 2006

Contract award ..... May 10, 2006

XV. ADDITIONAL INFORMATION

Any additional information with respect to the RFP may be obtained from:

Ms. Barbara Jones, Director
Procurement Management Services
Miami-Dade County Public Schools
1450 NE Second Avenue, Room 356
Miami, Florida 33132
Telephone: 305 995-2348
E-mail: bjones@dadeschools.net

SUMMARY OF REQUEST FOR PROPOSALS

TITLE: Counseling Services in 29 Programs with Self-Contained Classes for Emotionally Handicapped Students

INITIATED BY: Division of Special Education (SPED)

The Division of SPED has determined the need to contract for the provision of mental health services needed as related support services for the education of emotionally handicapped (EH) students for whom such services have been identified as necessary to access and benefit from school-based education. Students eligible to receive these services will have the need for services specified on their Individual Educational Plans (IEPs). Such services will be provided in schools with self-contained classes for EH students. Proposers will provide weekly group and/or individual counseling to students assigned to these programs.

Agencies will be selected for the provision of services based upon proposals submitted. In addition to the provision of mental health counseling, agencies must designate a staff member to serve as a liaison among the agency, Division of SPED, and schools regarding the provision of services. At a minimum, monthly supervision of services must also be provided by the agency.

Agencies selected will provide the following approximate hours per week from July 1, 2006 through June 30, 2007, for an approximate total of 476 hours per week:

Morningside Elementary School (Pre-K), J.R.E. Lee Opportunity School, Miami Douglas MacArthur South Senior High School, Dorothy M. Wallace COPE Center, and COPE Center North,10 hours of services at each school per week; Miami Heights (Pre-K), Madie Ives and West Homestead Elementary Schools, Lake Stevens and Lawton Chiles Middle Schools, Dr. Michael M. Krop and North Miami Beach Senior High Schools, 13 hours of services per week; Ruben Dario and South Miami Middle Schools, North Miami Senior High School, Jan Mann Opportunity School, and William H. Turner Technical Arts High School, 17 hours of services at each school per week; Lenora B. Smith, Fienberg-Fisher, North Glade, North Hialeah, and Pine Lake, and Pine Villa, and Laura C. Saunders Elementary Schools, Allapattah, Howard A. Doolin, Highland Oaks and Horace Mann Middle Schools, 20 hours of services at each school per week; and Miami Douglas MacArthur North Senior High School, 23 hours of services per week.

The estimated amount of the contract will be $1,199,520.00.

ATTACHMENT A

SCHOOLS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS REQUIRING MENTAL HEALTH COUNSELING SERVICES

Miami Heights Elementary (Pre-K)
1766 SW 117 Avenue
Miami, Florida 33177
Telephone:
Mail Code:

Morningside Elementary (Pre-K)
6620 NE 5 Avenue
Miami, Florida 33138`
Telephone: 305-758-6741
Mail Code: 3501

Fienberg-Fisher Elementary
1420 Washington Avenue
Miami Beach, Florida 33139
Telephone: 305-531-0419
Mail Code: 0761

North Glade Elementary
5000 NW 177 Street
Opa Locka, Florida 33055
Telephone: 305-624-3608
Mail Code: 3861

North Hialeah Elementary
4251 East 5 Avenue
Hialeah, Florida 33013
Telephone: 305-681-4611
Mail Code: 3861

Pine Lake Elementary
17700 SW 109th Avenue
Miami, Florida 33157
Phone: 305 233-7018
Mail Code: 4441

Laura C. Saunders Elementary
505 SW 8th Street
Homestead, Florida 33030
Phone: 305 247-3933
Mail Code: 2941

Highland Oaks Middle
2375 NE 203rd Street
North Miami Beach, Florida 33180
Phone: 305 932-3810
Mail Code: 6241

West Homestead Elementary
1550 SW 6th Street
Homestead, Fl 33030
Phone: 305-248-0812
Mail Code: 5791

Lenora B. Smith Elementary
4700 NW 12 Avenue
Miami, Florida 33127
Telephone: 305-635-0873
Mail Code: 0081

Madie Ives Elementary
20770 NE 14 Avenue
North Miami Beach, Florida 33179
Telephone: 305-651-3155
Mail Code: 2581

Allapattah Middle
1331 NW 46 Street
Miami, Florida 33142
Telephone: 305-634-9787
Mail Code: 6011

Ruben Dario Middle
350 NW 97 Avenue
Miami, Florida 33172
Telephone: 305-226-0179
Mail Code: 6121

Howard A. Doolin Middle
6400 SW 152nd Avenue
Miami, Florida 33193
Phone: 305 386-6656
Mail Code: 6131

Lawton Chiles Middle
8190 NW 197th Street
Miami, Florida 33015
Phone: 305 817-9101
Mail Code: 6171

Dr. Michael M. Krop Senior
1410 NE 215th Street
Miami, Florida 33179
Phone: 305 652-6808
Mail Code: 7141

ATTACHMENT A

SCHOOLS WITH SELF- CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS REQUIRING MENTAL HEALTH COUNSELING SERVICES

Lake Stevens Middle
18484 NW 48th Place
Carol City, Florida 33055
Phone: 305 620-1294
Mail Code: 6351

Horace Mann Middle
8950 NW 2nd Avenue
Miami, Florida 33150
Phone: 305 757-9537
Mail Code: 6411

North Miami Senior
800 NE 137th Street
North Miami, Florida 33161
Phone: 305-891-5611
Mail Code: 7591

South Miami Middle
6750 SW 60th Street
South Miami, Florida 33143
Phone: 305 661-3481
Mail Code: 6881

Pine Villa Elementary
21799 SW 117th Court
Miami, Fl 33170
Phone: 305-258-5366
Mail Code: 4461

North Miami Beach Senior
1247 NE 177th street
North Miami Beach, Florida 33172
Phone:305 949-8381
Mail Code: 7541

COPE Center North
9950 NW 19th Avenue
Miami, Florida 33147
Phone: 305 836-3300
Mail Code: 8121

Miami Douglas Macarthur North
13835 NW 97th Avenue
Miami, Florida 33017
Phone: 305 826-1989
Mail Code: 7254

Miami Douglas MacArthur South
11035 SW 84th Street
Miami, Florida 33173
Phone: 305 279-5422
Mail Code: 7631

Jan Mann Opportunity
17101 NW 44th Court
Opa-Locka, Florida 33179
hone: 305 625-0855
Mail Code: 8101

J.R.E. Lee Opportunity
6521 SW 62nd Avenue
South Miami, Florida 33143
Phone: 305 661-1551
Mail Code: 2861

William H. Turner Technical Arts
10151 NW 19th Avenue
Miami, Florida 33147
Phone: 305 691-8324
Mail Code: 7601

Dorothy M. Wallace COPE Center
10225 SW 147th Terrace
Miami, Florida 33176
Phone: 305 233-1044
Mail Code: 8131

ATTACHMENT B

MENTAL HEALTH PROFESSIONALS/AGENCIES TO PROVIDE COUNSELING SERVICES IN 29 PROGRAMS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS

PROVIDER APPLICATION FORM

Provider's Name:_____Date of Proposal Submission:_____

Address:_____Telephone:_____

Type of DPR License: _____License Number:_____

How many years have you been providing mental health counseling services in Miami-Dade County? _____, Outside of Miami-Dade County? _____

Are you bilingual?___If yes, in what languages:_____

Please note your professional specialization skills:

___Individual Counseling (Children) __Consultation with Schools

___Group Counseling (Children) __Preschool Evaluation (Ages 3-4)

___Family Therapy/Parent Counseling __Play Therapy

___Substance Abuse Counseling __Cognitive/Behavior Therapy

___Psychiatric Consultation ___Psycho-dynamic Therapy

___Other_____

___Other _____

ATTACHMENT C

MENTAL HEALTH PROFESSIONALS/AGENCIES TO PROVIDE COUNSELING SERVICES IN 29 PROGRAMS WITH SELF-CONTAINED CLASSES FOR EMOTIONALLY HANDICAPPED STUDENTS

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

PROPOSER'S FEE

Hourly Fee: _____

PROPOSED SERVICE AREA

Proposers must specify the school(s) for which they are proposing to provide services (**Check one or more of the schools below.**)

__Lenora B. Smith Elementary
__Fienberg-Fisher Elementary
__Miami Heights Elementary (Pre-K)
__Madie Ives Elementary
__Morningside Elementary (Pre-K)
__North Glade Elementary
__North Hialeah Elementary
__Pine Lake Elementary
__Laura C. Saunders Elementary
__Pine Villa Elementary
__Allapattah Middle
__Ruben Dario Middle
__Howard A. Doolin Middle
__Lawton Chiles Middle
__Highland Oaks Middle
__Lake Stevens Middle
__Horace Mann Middle
__North Miami Senior
__South Miami Middle
__Dr. Michael M. Krop Senior
__West Homestead Elementary
__North Miami Beach Senior
__Miami Douglas MacArthur North Senior
__Miami Douglas MacArthur South Senior
__Jan Mann Opportunity
__J.R.E. Lee Opportunity
__Dorothy M. Wallace COPE Center
__COPE Center North
__William H. Turner Technical Arts

LEGAL NAME OF AGENCY OR CONTRACTOR SUBMITTING PROPOSAL: _____

AUTHORIZED SIGNATURE: _____

NAME TYPED: _____

POSITION: _____

DATE: _____

ATTACHMENT D

DIVISION OF SPECIAL EDUCATION

Weekly Contact Log

Mental Health Counselors

Name of Counselor: **Week of:**

Name of School Site:

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

PC - Parent Consultation
TC - Teacher Consultation
IC - Individual Counseling
GC - Group Counseling
RK - Record Keeping

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

Mental Health Counselor (Signature) Date

School Administrator or Designee (Signature) Date

Miami-Dade County Public Schools
giving our students the world

AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN

ATTACHMENT E

Occupational Category	Gender		Race/Ancestry				
	Male	Female	Non-Hispanic White	Non-Hispanic Black	Hispanic	Asian	Am. Ind./ Alaska Native

FM-4859 Rev. (02-01)

Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT F

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

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

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

   (Hereinafter "Board" or "School Board") by_____

   _____
   (Print individual's name and title)

   for _____
   (Print Name of entity submitting sworn statement)

   whose business address is _____

   _____

   _____

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

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

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

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

_____
Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____(*eg*. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.

7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.

9. I understand that any costs and fees associated with the required background screening will be borne by my company.

10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

_____
Initials

11. I understand that the failure of <u>any</u> of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.

12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

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

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

_____
(Signature)

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

Personally known _____ _____

OR Produced Identification _____

Notary Public -State of _____

_____
(Type of Identification)

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

_____
Initials