



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

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REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS NO. 057-JJ10

SPEECH AND LANGUAGE PATHOLOGY SERVICES

Proposals will be accepted until **2:00 PM, (Local Time) on April 23, 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1450 N.E. Second Avenue, Room 352, Miami, Florida, 33132, at which time they will be publicly opened and may not be withdrawn for one hundred twenty (120) days from that date.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. 057-JJ10

SPEECH AND LANGUAGE PATHOLOGY SERVICES

Sealed proposals will be accepted in Procurement Management, at the above location, until **2:00 P.M.** (Local Time) **April 23, 2009**, and may not be withdrawn for one hundred twenty (120) days from that date.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 nine (9) copies, of the Proposal must be submitted as follows:

- * The original proposal in a sealed envelope or box marked "Original."
- ** Eight (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, Room 352, 1450 N.E. 2nd Avenue, Miami, Florida, not later than 2:00 P.M. (Local Time) **April 23, 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 23, 2009**. The agency or individual proposer's name and the proposal number should appear on the envelope.
- B. AFTER PROPOSAL OPENING. After **April 23, 2009**, proposals may not be changed; and they may not be withdrawn for one hundred twenty (120) days from that date.

IV. PROTEST TO CONTRACT SOLICITATION OR AWARD

- A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website www.dadeschools.net
- B. Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.
- C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- D. Formal written protests will be reviewed by Procurement Management Services who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1064.

V. AWARDS

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

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

VI. DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Rule 6Gx13-8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

VII. PUBLIC ENTITY CRIMES

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

VIII. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

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

DEFINITION:

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

1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

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

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

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

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

1. Making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
2. Engaging in contract negotiations during any duly noticed public meeting;

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

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

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

X. THE JESSICA LUNSFORD ACT BACKGROUNDSCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1021 as amended from time to time Proposer agrees that, if Proposer receives remuneration for services, Proposer and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Proposer agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007).

In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said statute.

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

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Proposer agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Proposer agrees to require all its affected employees to sign a statement, as a condition of employment with Proposer in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Proposer/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 within 48 hours of its occurrence. Proposer agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Proposer further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Proposer to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

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

COMPLIANCE WITH SCHOOL CODE

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

XI. CONFLICT OF INTEREST

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

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

XII. PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XIII. MISSING DOCUMENTS

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

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

XIV. ASSIGNMENT

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

XV. CANCELLATION OF PROPOSALS

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

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

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

XVI. TERMINATION FOR CONVENIENCE

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

XVII. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

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

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

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

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

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

New: 6-18-03

Revised 03/08

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

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

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

LOBBYISTS

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

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

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PROPOSALS NO. 057-JJ10**

SPEECH AND LANGUAGE PATHOLOGY SERVICES

I. NAME AND ADDRESS OF REQUESTOR

Miami-Dade County Public Schools
Office of Special Education, Alternative Outreach and Psychological Services
1500 Biscayne Blvd., Suite 407
Miami, Florida 33132

II. PURPOSE FOR REQUEST FOR PROPOSALS

The purpose of this Request For Proposals is to award successful proposer(s) contracts to provide speech and language pathology services with Miami-Dade County Public Schools (M-DCPS) for the education of (disabled) students for whom such services have been identified as necessary to access education.

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

Nine copies of the proposal, one of which must be an original, must be received by 2:00 p.m., (Local Time), April 23, 2009, at:

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

The responsibility for submitting this proposal to the District on or before the stated time and date will be solely and strictly the responsibility of the 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 "**SPEECH AND LANGUAGE PATHOLOGY SERVICES.**"

It is anticipated that a proposal may be presented to The School Board of Miami-Dade County, Florida, (School Board) for acceptance on or about June 17, 2009. If accepted, notification to the successful proposer will be on or after June 17, 2009. The School Board reserves the right to reject any and all proposals.

IV. GENERAL INFORMATION ABOUT THE SCHOOL DISTRICT

The School Board of Miami-Dade County, Florida is the fourth largest school district in the nation. The District has over 350 school sites, 338,417 students and 47,204 full and part-time employees.

M-DCPS is responsible for establishing a climate in the schools, which encourages learning. The establishment of a program for outside agencies seeking funding from M-DCPS is intended to ensure that each agency conforms to the same Board-approved standards for contracted programs.

Proposers are notified that the School Board hereby reserves the right to provide, in whole or in part, the services described in this Request for Proposals. In the event the School Board chooses to provide services, an adjustment may be required to be made to the Proposer's contract in order to appropriately coordinate services.

V. SCOPE OF SERVICES

The district provides speech and language pathology services to those students meeting eligibility criteria as specified in the M-DCPS **POLICIES AND PROCEDURES FOR THE PROVISION OF SPECIALLY DESIGNED INSTRUCTION AND RELATED SERVICES FOR EXCEPTIONAL STUDENTS** document. Screening and diagnostic services are also provided to assist in determining eligibility for the speech and language impaired program. These services are only provided during regular school hours.

The M-DCPS Division of Special Education (SPED) has determined a need to contract with an agency(ies) which employ licensed speech and language pathologists to provide services authorized for their specific professional discipline to students ages three through twenty-two. Presently, personnel provide services at every school site within the district, however, services may additionally be required in any school in the district in which there is an exceptional student whose IEP indicates the need for such services.

Delivery of services may include articulation therapy, language therapy, fluency therapy, and voice therapy in addition to screenings, diagnostics, and completion of Medicaid forms to assist in determining program services. Therapy sessions are usually delivered twice a week in one-half hour sessions in a group setting, however, some instances may require a one-to-one service delivery model. Length of time and frequency may not be the same for all students. Using the pullout model or working collaboratively in the classroom may accomplish therapy with the teacher. Students may be in regular programs or in SPED programs (e.g., autistic, learning disabled, physically impaired, educable or trainable mentally handicapped).

Estimates of the number of hours of service needed from July 1, 2009 through June 30, 2010, is a minimum of 10,000.

The agency (ies) selected to provide the services must be able to provide licensed speech and language pathologists in sufficient numbers to accommodate the service needs of the school district. The agency must identify the liaison to the school district in reference to this contract.

Upon receipt of referral from the school district, an agency staff member will serve in a liaison role to ensure coordination between the agency, The School District, school administration, and parents, regarding initiation and maintenance of the services needed. The agency must maintain documentation on all services rendered, including a log of services (to document dates, times, locations, and descriptions of services provided to specific students). Only those services documented and within the Board-approved school schedule at the elementary or secondary level will be paid. In addition, the agency must provide the names of staff that are qualified to supervise personnel assigned to deliver services to students.

The Administrative Director, Division of SPED, and other designated personnel in the Division of SPED have the responsibility for maintaining effective coordination between The School District and the agency, relative to the provisions of the contractual agreement for speech and language pathology services. The school district will conduct an orientation meeting between staff from the Division of SPED and agency liaisons prior to the initiation of contracted services.

VI. REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSERS

- A. Proposer(s) must possess the following minimum qualifications to be considered for the provision of speech and language pathology services:
 - 1. A State of Florida license/certificate for the appropriate discipline in which the staff member(s) will provide services.
 - 2. One year of experience in the appropriate discipline. (Two years experience is preferred in the appropriate discipline, including one year of experience in the provision of appropriate services to a pre-kindergarten population.)
 - 3. Bilingual capability, if any, in one or more of the following areas (preferred): English/Spanish, English/Haitian Creole, English/ French.
- B. Proposers must identify a liaison to coordinate service delivery and billing for services with the Instructional Supervisor for Speech/Language, Deaf/Hard of Hearing programs.
- C. Proposers must submit the information listed below (including information, when applicable, on all speech and language pathologists to 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 of licensure/certification to provide speech and language pathology services in the State of Florida. A copy of each speech and language pathologist's license/certificate should be submitted.
3. Documentation of experience in providing speech and language pathology services, including one year of pre-kindergarten experience, if applicable, for each such professional to be provided by the agency. (A resume may be submitted to document the required experience.) In addition, submit documentation to confirm that the proposer has checked references related to experience.
4. Identification of the agency's staff member to serve as liaison for service delivery and description of this staff member's qualifications and experience.
5. Hourly fees specified separately for speech and language pathology services. The proposer should not specify distinct fees for different types of services provided by these personnel. The proposer's hourly fee must be indicated on **Attachment A - Proposer's Fee and Certification of Hours of Service**.
6. Certification of the proposer's agreement to provide the estimated number of hours of speech and language pathology services as specified in item V of this RFP. This certification must be indicated on **Attachment A - Proposer's Fee and Certification of Hours of Service**.
7. The signature of the authorized person empowered to submit this proposal indicated in the space provided for such on **Attachment A Proposer's Fee and Certification of Hours of Service**.

VII. TERMS OF CONTRACT

The purpose of this Request For Proposals is to establish a contract for services from July 1, 2009 through June 30, 2010. The contract may, by mutual agreement between the School Board and the Awardee, be extended for two (2) additional one-year periods and, if needed, 90 days beyond the expiration date of the current contract. The School Board, through Procurement Management, shall if considering an extension, request a letter of intent to extend from the Awardee prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon. All prices shall be firm for the term of the contract and extension period, if any. Extension will be dependent upon funding availability and the need for the services, as determined by the Division of Special Education.

Payment for services will be made in monthly installments upon receipt by the Division of Special Education of a properly documented invoice and approved service log. All financial records pertinent to the provision of speech and language

pathology 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 and its designee for audit.

VIII. EVALUATION OF PROPOSALS

A. Proposals will be evaluated by representatives of the school district in order to ascertain which proposal best meets the needs of the School Board. A committee consisting of the following members will make on or about, April 27, 2009, the evaluation of proposals:

- A representative from the Office of Special Education, Alternative Outreach and Psychological Services;
- A representative from the Superintendent's District Advisory Panel for SPED;
- An administrator from the Office of District and Regional Operations;
- An instructional supervisor for the Division of SPED;
- A principal from a school with students who receive services;
- A representative from the Division of Business Development and Assistance;
- A representative from the Division of Procurement Management Services (non-voting) and;
- A representative from United Teachers of Dade

B. The evaluation committee will consider the following specific criteria:

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 background, qualifications, experience, skills, and/or expertise in the area of the provision of speech and language pathology services, 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 which can provide speech and language pathologists with at least one year of pre-kindergarten experience and with bilingual capability in any one or more of the following areas: English/Spanish, English/Haitian Creole, and English/French.

4. M/WBE Participation.
5. Past performance.

The School District reserves the right to reject any and all proposals submitted, or any phase thereof. When the final selection is made, a professional services agreement acceptable to the Attorney for the School Board will be entered into with the successful proposer. No debriefing or discussion will be held with unsuccessful proposers. The School Board is not obligated to place any order for any 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 that may be required by the School Board.

IX. Equal Employment Opportunity and M/WBE Participation

Equal Employment Opportunity

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 B)

M/WBE Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is 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://procurement.dadeschools.net/pdf/3920.pdf>

X. Insurance

At all times during the Agreement Term, the Agency shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best Rating Guide and acceptable to the Board, the following types of insurance:

1. Commercial General Liability Insurance

Except as otherwise provided, the Commercial General Liability Insurance provided by the Agency shall conform to the requirements hereinafter set forth:

- (a) The Agency's insurance shall cover the Agency for those sources of liability (including but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- (b) The minimum limits to be maintained by the Agency (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.
- (c) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self-insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence.
- (d) The Agency shall include the School Board and its members, officers, and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO form CG 20 10). The Certificate of Insurance shall be clearly marked to reflect "The School Board of Miami-Dade County, Florida, its members, officers, employees, and agents as additional insured."

2. Professional Liability Insurance

The Professional Liability Insurance provided by the Agency shall conform to the following requirements:

- (a) The Agency's Professional Liability Insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the

performance of this agreement, including all provisions of indemnification which is part of this agreement.

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

3. Workers' Compensation/Employers' Liability

The Workers' Compensation/Employers' Liability Insurance provided by the Agency shall conform to the following requirements:

- (a) The Agency's insurance shall cover the Agency (and to the extent its subcontractors and sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
- b) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.

XI. INDEMNIFICATION

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

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

XII. OCCUPATIONAL LICENSE

Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a proposal, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Proposers 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 Proposal. If the Proposer has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Proposer'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 proposal not be considered for award.

XIII. IMPLEMENTATION SCHEDULE

The planned schedule for implementation of proposals for the provision of speech and language pathology services is as follows:

Procurement Contract Review Committee	January 15, 2009
Mailing of RFP	April 7, 2009
Opening of Proposals	April 23, 2009
Evaluation Committee Meeting	April 27, 2009
Contract Award	June 17, 2009

XIV. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than 4:00 p.m. (Local Time) April 14, 2009, via e-mail, to the individual listed below:

Ms. Barbara Jones, CPPB, Executive Director
Procurement and Materials Management Services
Miami-Dade County Public Schools
1450 North East Second Avenue, Room 352
Miami, Florida 33132
Telephone: 305-995-2348
E-mail: bjones@dadeschools.net

**SPEECH AND LANGUAGE HEALTH PROFESSIONALS/AGENCIES
TO PROVIDE SPEECH AND LANGUAGE PATHOLOGY SERVICES
FOR SPEECH AND LANGUAGE IMPAIRED STUDENTS**

ATTACHMENT A

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

I. PROPOSER'S FEE

II. PROPOSED SERVICE AREA

Proposers must specify the area for which they are proposing to provide services.

(Check one of the options below)

_____ District-wide

_____ Region-wide

III. PROPOSER INFORMATION

**LEGAL NAME OF AGENCY OR
CONTRACTOR SUBMITTING PROPOSAL:** _____

AUTHORIZED SIGNATURE: _____

NAME TYPED: _____

TITLE: _____

DATE: _____



Attachment B

[illegible]