

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



**REQUEST FOR PROPOSALS
FOR
MEDICAL CONSULTING SERVICES AND
HEALTH PLAN OMBUDSMAN (RE-BID)**

Website: <http://procurement.dadeschools.net/bidsol/asp/undercone.asp>

PROPOSAL RETURN DATE: September 12, 2013 *by 2:00 PM (EST)*

RFP NUMBER: 005-PP10

Release Date: August 8, 2013

Miami-Dade County Public Schools



School Board Members

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Mr. Carlos L. Curbelo

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Dr. Marta Pérez

Ms. Raquel A. Regalado

Krisna Maddy, Student Advisor

Superintendent of Schools

Mr. Alberto M. Carvalho

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SECTION I

INTRODUCTION

SECTION I:

INTRODUCTION

DESCRIPTION OF OPERATIONS

Miami-Dade County Public Schools is the fourth largest school system in the United States. Regular student enrollment is approximately 346,000 with 34,000 full-time employees using more than 401 school facilities. Total full and part-time employees number approximately 48,000.

WRITTEN QUESTIONS/CLARIFICATIONS

Questions, requests for additional information or clarification concerning the RFP or its attachments can be directed to Mr. Scott B. Clark, Risk and Benefits Officer, Office of Risk and Benefits Management at Miami-Dade County Public Schools, at the address and/or fax number provided below. Please submit all questions in writing by 3:00 p.m. on August 20, 2013 to:

Scott B. Clark, Risk and Benefits Officer
Office of Risk & Benefits Management
Miami-Dade County Public Schools
1501 NE 2nd Avenue, #335
Miami, FL 33132
Fax: (305) 995-7170
Email c/o Abraham Gomez: agomez@dadeschools.net

If reasonably available and relevant, such additional information will be made available to all Proposers by an addendum to the RFP. Addendums, if issued, will be available at <http://procurement.dadeschools.net/bidsol/ASP/undercone.asp>.

ROLE OF CONSULTANT

Aon Hewitt has been retained as independent risk and insurance management consultants. Aon Hewitt acts solely in its capacity as consultant and does not sell insurance or receive, directly or indirectly, any commissions, contingent commissions or overrides.

ANALYSIS SCHEDULE

Submissions will be analyzed by the Office of Risk and Benefits Management, in conjunction with the Board's consulting firm, Aon Hewitt. A Superintendent's Ad-Hoc Insurance Committee will be convened to review the submissions received. Recommendations for the selection of Medical Consulting Services and Health Plan Ombudsman will be made to the Superintendent of Schools and the School Board. It is anticipated that final recommendations for the award of these coverages will be brought to the School Board meeting in October 2013.

SUPERINTENDENT'S AD-HOC INSURANCE COMMITTEE

Pursuant to School Board Policy 6332 - Professional Service Contracts for Insurance or Risk Management Programs, an Ad-Hoc Committee will review received proposals and make recommendations to the Superintendent, which upon approval will be taken to the School Board for final approval.

The Ad-Hoc Insurance Committee will consist of the following individuals:

Chief Human Capital Officer
Chief Financial Officer
Risk and Benefits Officer
Administrative Director, Office of Professional Standards
Workers' Compensation Supervisor, Risk Management
District Director, ADA Office
Executive Director, Retirement, Leave and Unemployment Compensation

Resource Persons: Board Attorney's Office
 Business Development and Assistance
 Board's Employee Benefits Consultant
 Office of Procurement Management Services

This committee will meet to discuss their analysis and prepare a written recommendation to the Board. Committee members will be instructed to neither meet with Proposers nor discuss proposals received in conjunction with the RFP.

RFP TIMELINE

The following is a proposed timeline developed for this project. You will be notified of any significant changes that might occur.

Task	Timeframe
M-DCPS releases RFP to vendors	August 8, 2013
Written questions due to M-DCPS	August 20, 2013
Proposals due	September 12, 2013
Ad-Hoc Committee Meetings, including Interviews (if needed)	September 2013
Recommended Board Action	October 16, 2013
Contract Effective Date	November 1, 2013

SECTION II
GENERAL REQUIREMENTS

SECTION II:
GENERAL REQUIREMENTS

PROPOSAL RETURN DATE, TIME AND LOCATION

Nine (9) sealed proposals [three (3) originals clearly marked plus three (3) paper copies and three (3) electronic copies (CD's) containing your submission in Microsoft Word format and all proposal attachments) must be received by the Board by 2:00 P.M. on September 12, 2013 at the location described below:

Proposal Clerk
Procurement and Materials Management, Room 352
School Board Administration Building
1450 N. E. Second Avenue
Miami, FL 33132

Submissions should be enclosed in packages plainly marked on the outside as **“REQUEST FOR PROPOSALS FOR MEDICAL CONSULTING SERVICES AND HEALTH PLAN OMBUDSMAN - RFP NUMBER 005-PP10 DUE: 2:00 P.M. September 12, 2013.”**

Submissions will not be considered if submitted after the specified deadline.

EFFECTIVE DATE AND TERM OF CONTRACT

The proposed effective date of the contract is November 1, 2013. The contract will be directly with The School Board of Miami-Dade County, Florida. The Board desires that the initial term of the contract be for a three (3) year period beginning upon award with the ability to renew for a two (2) year additional period. Renewals shall be based upon satisfactory services as may be determined by the sole discretion of the Board.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer to provide to M-DCPS the services set forth in these specifications until one or more of these proposals have been awarded.

Withdrawals may be directed to Procurement Management Services at the address above.

ADDENDA TO RFP & EXHIBITS

If any Addenda are issued, it will be posted on the District's website with the applicable RFP documents. Prior to submitting the proposal, it shall be the responsibility of each respondent to access the website to determine if Addenda were issued and, if so, to acknowledge receipt of such Addenda.

Addenda will be made available at the M-DCPS website:

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

Respondents should either acknowledge receipt of such Addenda in their proposal, or attach the cover page of such Addenda to their submissions.

This RFP and all exhibits will be made available at the M-DCPS website.

FULL TRANSPARENCY

M-DCPS recognizes the existence of Florida Statutes, Section 624.1275. M-DCPS requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified in the proposal and throughout the term of the contract.

PROPOSER RESPONSIBLE FOR ADDRESSING CRITERIA

Respondents should be aware that the submissions will be evaluated in accordance with the criteria set forth in this RFP and, accordingly, should structure their proposal in a manner to properly address each of the evaluation criteria.

It is the sole responsibility of each Respondent to address in its proposal each of the evaluation criteria including the minimum qualifications.

All timely submissions meeting the criteria of this RFP will be considered. However, respondents are cautioned to clearly indicate deviations from the requested services on the applicable Proposal Forms. The terms and conditions contained herein are those desired by the Board, and preference will be given to those submissions in full or substantially full compliance with the requested services.

PROPOSAL EVALUATION

Pursuant to Department of Education Rule 6A-1.012(15), the Board will negotiate and directly contract with the Proposer or Proposers whose proposal(s) is (are), in the Board's judgment, in its best interest. Among the criteria which the Board will consider in its evaluation of which Proposers, if any, to enter into negotiations are the following:

- * the qualifications of the professional(s) who will advise the Board in these matters
- * the qualifications of the professional(s) who will serve as the back-up to the lead physician who will advise the Board in these matter
- * the availability of the professional(s) to serve in this capacity during regular business hours on a year-round basis
- * the ability, through appropriate staffing and process, to deliver the required services in a timely manner

- * the absence of any conflict of interest with any medical provider, insurance carrier health plan, or law firm
- * the ability and willingness of the professional(s) to consult specialty physicians or other resources in matters beyond the capabilities of the professional
- * appropriate indemnification of the Board against liabilities arising from professional liability
- * the projected cost of the services
- * Reference check outcome

NEGOTIATIONS

The Board may undertake simultaneous negotiations with those Proposers who have submitted reasonable, responsive and timely submissions which are fully qualified and capable of meeting all servicing requirements pursuant to Board Policy 6320 - PURCHASING and Department of Education Rule 6A-1.012(15).

EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

1. Equal Employment Opportunity

It is the policy of the 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.

<http://forms.dadeschools.net/webpdf/4859.pdf>

2. Small Business Enterprise (SBE) and Minority/Women Business Enterprise (M/WBE) Participation

From its initiation, the School Board has a strong commitment to SBE and M/WBE participation as part of all related processes and continues to reflect such commitment. The School Board has an active Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Certification Program, to increase contracting opportunities for SBE's and M/WBE's. Pursuant to the Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. The Office of Economic Compliance and Business Services must certify all SBE's and M/WBE's, prior to contract award. The application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Each Respondent is responsible for full and complete compliance with all laws, rules, and regulations, including those of the Department of Insurance, which may be applicable to it.

Failure or inability on the part of the Respondent to comply with such laws, rules, and regulations (including failure to obtain Department of Insurance approval for filings) shall not relieve any Respondent from its obligation to honor its Proposal and perform completely in accordance with its proposal.

IRREVOCABILITY OF PROPOSAL

In consideration of the School Board's allowing the Respondent to make a proposal (offer), each Respondent agrees by offering a proposal (offer) that such proposal (offer) shall remain open and not subject to revocation and shall be subject to the School Board's acceptance until sixty (60) days after the date indicated in this RFP as the date the service would be effective, if accepted by the School Board.

USE OF PROPOSAL FORMS

Proposer(s) should use the Proposal Forms. All appropriate blanks on the Proposal Forms should be completed. Supplemental information may be attached to the Proposal Forms. Failure to properly complete the Proposal Forms may result in disallowance of consideration of the proposal.

WAIVER AND/OR REJECTION OF PROPOSALS

The School Board reserves the right to waive informalities in any proposal, to reject any and all proposals in whole or in part, with or without cause, and to accept that proposal, if any, which in its judgment will be in its best interests.

NON-WARRANTY OF REQUEST FOR PROPOSAL

Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making submissions. The School Board and its representatives and consultants shall not be responsible for any error or omission in this RFP, or for the failure on the part of the respondents to determine the full extent of the exposures.

DEVIATIONS FROM RFP

The contract terms and conditions stipulated in this RFP are those desired and preference will be given to those submissions in full or substantial compliance with them. However, all timely submissions and responsive submissions which meet the Minimum Qualifications will be considered. Respondents are cautioned that restrictive deviations from the RFP must be clearly stated on the Proposal Forms and may result in disqualification of the Respondent, at the School Board's sole discretion.

AUTHORIZED SIGNATURE

The signature on the Respondent's Warranty Form must be that of a duly authorized Officer of the company making the proposal. This manual signature shall pertain to the entire proposal. We have requested that each Respondent submit nine (9) total copies: three (3) originals plus three (3) paper copies and three (3) electronic copies (CD's) containing your submissions in Microsoft Word format and all proposal attachments.

The three (3) originals must contain an original signature (in blue ink) on the Respondent's Warranty Form.

M-DCPS expects to enter into a written agreement (the Agreement) with the chosen Respondent. This Agreement shall incorporate this RFP and the Respondent's proposal. The anticipated terms and conditions of the Agreement are set forth in this RFP and the accepted proposal; however, M-DCPS may include additional terms and conditions in the Agreement as deemed necessary.

METHOD OF ACCEPTANCE

In consideration of the Board's allowing the respondent to make a proposal (offer), the respondent agrees that a contract shall arise upon acceptance by the Board of the proposal (offer), and that no communication of such acceptance shall be required. Notwithstanding the above, the Board agrees to make a reasonable effort to communicate acceptance of the offer prior to either the effective date of the contract accepted or time of performance by the respondent.

CONE OF SILENCE

Respondents are precluded from contacting individuals who will be participating in the RFP evaluation and selection. No communication is to be conducted with Board Members or evaluators in advance of the final selection. However, Aon Hewitt or the Office of Risk and Benefits Management may contact a Respondent for additional information, clarification, or negotiation. Based on Board Policy 6325, Cone of Silence, the full definition is as follows:

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

1. any person who seeks an award, including a potential vendor or vendor's representative, 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; 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 Board to evaluate or recommend selection in the competitive procurement process
- B. A Cone of Silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review and Board action of bid proposals through final Board action as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the Cone of Silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection or award of the responses as appropriate. 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 item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process.
- D. This rule shall not 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 Board during any duly noticed public meeting; or
 4. from communicating in writing with any school district employee who is not serving on the applicable evaluation Committee, or the Board Attorney's office to seek 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 Board Clerk who shall make copies available to the public upon request.
- E. The Procurement Division representative is not prohibited by this rule from initiating contact with a potential vendor or vendor's representative and engaging in subsequent communication related thereto for the purposes of obtaining further clarification 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 Division, including any response.

- F. Any violation of this rule shall be investigated by the Board's Inspector General and shall result in the disqualification of the potential vendor from the competitive solicitation process, rejection of any recommendation for award to the vendor, or the revocation of an award to the vendor as being void, rendering void any previous or prior awards. 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.

PUBLIC ENTITY CRIME

Respondents are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires that:

"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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Submissions in a public forum open to the Sunshine Law, 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 respondent 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 respondents exclude from their response any information that, in their judgment, may be considered a trade secret or proprietary.**

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 Board'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 submissions 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 Policy 6320. 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 respondent the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the respondent 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 Board Policy 6320.

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board policies, 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 (2) years of his or her employment with the School Board, and the dates the employee held those positions.

DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Respondent 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. Respondents that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 0133. 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 Policy 6320.04.

THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467 Florida Statutes, School Board Policy 8475 and School Board Policy 1120.01 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, Florida Statutes (2007). In addition, the provisions of § 1012.467, Florida Statutes (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 Policy 8475.024 and Policy 1120.01 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 were 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.

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 (2) years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and § 112.313(9) Florida Statutes.

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.

SPECIFIC CONTRACT REQUIREMENTS

A specimen contract for services is included as **Exhibit D** of this RFP.

It would be expected that the Proposer and The School Board of Miami-Dade County, FL would complete a final version. We want the Proposer to indicate the willingness negotiate a final contract.

Responder must indicate with particularity on the Proposal Forms the extent to which, if any, the respondent's proposal will not include any provision in the specimen contract.

Respondent's proposal must include the specific changes to the provision which will be required by respondent. For the purposes of evaluating a respondent's proposal, general statements such as a statement by a respondent indicating a willingness to negotiate changes to a particular provision or provisions will not suffice and will not be considered in the evaluation process.

HOLD HARMLESS/INDEMNIFICATION

Proposer agrees to indemnify, hold harmless and defend M-DCPS, its members, officials, officers or employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which M-DCPS, its members, officials, officers or employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Proposer, its agents, servants or employees; the equipment of Proposer, its agents, servants or employees while such equipment is on premises owned or controlled by M-DCPS; or the negligence or other culpability of Proposer or the

negligence or other culpability of Proposer's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including M-DCPS's property, and injury or death of any person whether employed by Proposer, M-DCPS or otherwise.

Proposer agrees that Proposer's obligation to hold harmless and defend an indemnitee under Section 4.6 with respect a claim, judgment, cost, or expense resulting from bodily injury, personal injury, or damage to tangible property, caused in whole or in part by Proposer, its agents, servants or employees, shall apply whether or not the claim, judgment, cost, or expense is due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or other sole culpability of the indemnitee.

Proposer agrees that, except with respect to a claim, judgment, cost, or expense resulting from bodily injury, personal injury, or damage to tangible property, caused in whole or in part by Proposer, its agents, servants or employees, Proposer agrees to indemnify, hold harmless and defend an indemnitee under Section 4.6 to the extent the claim, judgment, cost, or expense results from the negligence or other culpability of Proposer, its agents, servants or employees.

Any remedy provided to an indemnitee by this Section shall be in addition to and not in lieu of any other remedy available to the indemnitee under this Agreement or otherwise.

INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Proposer shall obtain and maintain without interruption the insurance as outlined below. The Proposer agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as additional insured, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. **Workers' Compensation/Employer's Liability Insurance.**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease - Policy Limit
	\$ 1,000,000	Disease - Each Employee

B. **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements other than those required by ISO or the State of Florida.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence

Proposer shall name the Board, its members, officers, employees, and agent as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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D. Professional Liability/Medical Malpractice Insurance

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Coverage must be included for all nurses. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	Each Claim/Annual Aggregate
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The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

The insurance provided by the Proposer shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Proposer.

Compliance with these insurance requirements shall not limit the liability of the Proposer. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Proposer) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Proposer shall relieve the Proposer from responsibility to provide insurance as required by this Contract.

TERMINATION BY M-DCPS

This agreement may be cancelled at any time, with or without cause, at the request of M-DCPS by written notice to Consultant stating when thereafter cancellation is to be effective.

TERMINATION BY VENDOR

The successful Proposer shall give written notice to the School Board at least one hundred twenty (120) days prior to cancellation, non-renewal or restriction of contractual obligations.

SECTION III

PURPOSE OF SOLICITATION

SECTION III:

PURPOSE OF SOLICITATION (SCOPE OF SERVICES)

Intent of Request For Proposals No. 005-PP10

It is the intent of The School Board of Miami-Dade County, Florida, (hereinafter referred to as the "School Board") to enter into a contract for services as described herein.

Purpose of Solicitation

The School Board is seeking the services of an individual or organization to provide advice to the School Board and its staff on medical matters related to general liability and other issues. It is the intent of the School Board to identify and contract with an independent, Florida-licensed physician, or with an organization employing or contracting with one or more Florida-licensed physicians, to assist the Board with the medical perspective on programs and issues to include, but not be limited to:

- review of medical documentation and/or records
- issues related to the Americans with Disabilities Act (ADA) including preparing medical reports and attending meetings of the Board's committee charged with determining eligibility and requests for accommodations under ADA
- evaluation of medical diagnosis/ evaluations provided on behalf of employees
- issues related to Equal Employment Opportunities
- issues related to return to work and/or light duty associated with Workers' Compensation cases
- issues relating to the Family Medical Leave Act
- issues relating to wellness activities for employees
- issues related to Sick leave, Hardship leave and return to work
- issues related to liability claims lodged against the School Board
- issues related to student accident and football accident claims
- issues related to preventative health such as Hepatitis B inoculations
- creation of a panel of physicians to conduct time sensitive fitness for duty evaluations for the Office of Professional Standards with actual physician fees for such services to be billed separately
- issues related to employee grievances against the School Board's group health insurance carrier
- other issues as they arise

FEE STRUCTURE

The proposal should include a description of the fee structure proposed by the consultant. It would seem appropriate for different levels of fees to apply to various levels of assigned employees; i.e., technicians at lower fees, and clerical staff at even lower fees. All fees, administrative or other, need to be disclosed in your proposal.

Proposals which include a three-year rate guarantee will be preferred.

The Board will require that the monthly consultant billing include a complete breakdown of costs by project, staff person, and level of fees for each billable item.

Current Program

Currently, the School Board receives advice on these issues from its current medical consultant, Concentra Medical Services Inc, and it's Ombudsman, Dr. Albert T. Lojko, M.D., but also utilizes consulting firms, insurance carriers and adjusters, legal counsel and other individuals and organizations. The School Board desires to continue the use of a Florida-licensed physician with clinical experience who will work closely with these groups as well as with the School Board staff. The School Board's Office of Risk and Benefits Management will serve as the point of contact for the physician advisor and for those staff members seeking their services.

Under the current contract, the medical consultant assesses an hourly fee of \$275 with a maximum of \$5,000 per case to provide these services to the School Board.

SECTION IV
QUESTIONNAIRE

SECTION IV:

QUESTIONNAIRE

Please provide written answers to the following questions:

- 1) Provide a description of the qualifications of the individual or organization that would provide medical advisory services to the School Board and its staff. Be specific as to physician's name, education, licensure and clinical experience. Include a photocopy of the applicable professional's current Florida medical license.
- 2) Provide a description of the qualifications of the individual that would serve as a backup to the lead physician to provide medical advisory services to the School Board and its staff. Be specific as to physician's name, education, licensure and clinical experience. Include a photocopy of the applicable professional's current Florida medical license.
- 3) Describe the facilities that will be used to support the services required of the professional, i.e., office space, ancillary personnel, phone and fax capabilities.
- 4) Describe how you or your organization plans to deliver/perform the specific services required by this RFP.
- 5) Describe your experience in those areas in which the School Board would seek your advice, i.e., ADA, Workers' Compensation, EEOC, Safety, etc.
- 6) Provide list of references including contact name and phone number for whom similar services have been provided.
- 7) Provide a biography for all key personnel who would assist in providing advisory services, including other physicians who would provide coverage during your absence.
- 8) Outline your approach to an all-inclusive compensation scheme for your services, i.e., hourly charge, monthly retainer, etc. Provide a list of all fees, expenses, and charges to be reimbursed, including hourly fee for each physician, photocopying, facsimile, telephone, postage, etc.
- 9) Describe your current Professional Liability insurance coverage. Are you willing to indemnify (hold harmless) the School Board regarding any judgment of errors and omissions against you and your staff?
- 10) Describe, in detail, any formal or informal arrangements that you or your organization have with any insurance carriers, consulting firms, insurance agents or brokers or managed care organizations. Please specify any potential conflicts of interest between your role as the School Board's professional advisor and any of the above individuals or organizations.
- 11) Provide the names and qualifications of any specialty physicians that you would consult for problems requiring specific practical knowledge outside of your areas of expertise.
- 12) Describe your sources of information related to the medico-legal issues that you will be investigating as the professional advisor to the School Board.

SECTION V

EXHIBITS

EXHIBIT A

PROPOSER'S WARRANTY

PROPOSER'S WARRANTY

The undersigned person, by the undersigned's signature affixed hereon, warrants that:

1. The undersigned is an officer, partner or a sole proprietor of the firm and the enclosed proposal is submitted on behalf of the firm;
2. The undersigned has carefully reviewed all the materials and data provided in this proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
3. The proposal offered is in full compliance with the Minimum Qualifications set forth in this RFP;
4. The Proposer authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the insurer offering this proposal;
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP, other than those deviations noted above;
6. If this proposal is accepted, the contract will be issued as proposed.

RESPONDENT'S IDENTIFICATION

Name of Firm: _____

FEIN/SS#: _____

Address: _____

Signature of Authorized
Representative: _____

Print Name of Authorized
Representative: _____

Title of Authorized
Representative _____

Date Signed by Authorized
Representative _____

Telephone Numbers
Daytime: _____

After Hours: _____

E-mail: _____

In the space following, provide a brief description of the firm (national, regional or local; size and structure).

EXHIBIT B

AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN

FM-4859 Rev. (02-01)

EXHIBIT C

BUSINESS ENTERPRISE PROGRAM CERTIFICATION APPLICATION



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
BUSINESS ENTERPRISE PROGRAM CERTIFICATION APPLICATION**

OFFICE OF ECONOMIC OPPORTUNITY
1450 N.E. 2nd Avenue, Suite 428
Miami, Florida 33132
(305) 995-1307

Date Received (Stamp Date Below):

CHECK CERTIFICATION(S) REQUESTED

Small Business Programs:

- ☐ Small Business Enterprise (SBE)
☐ Micro Business Enterprise (MBE)

Other Programs:

- ☐ Minority/Women Business Enterprise (M/WBE)

INSTRUCTIONS: Please complete each item. Do not leave any spaces blank. If a question is not applicable to your business, please insert "N/A" in the space provided for your answer. Whenever space is insufficient to answer a question completely, attach additional sheets necessary; use the question number to identify any answer continued on an additional sheet. **An incomplete application will be returned and considered non-responsive.**

(PLEASE PRINT LEGIBLY OR TYPE)

1. GENERAL BUSINESS INFORMATION

Company name

Trade Name/Doing business as (D/B/A)

Business Street address

Mailing address of Registered Agent (if different)

City State Zip

City State Zip

Contact Person Title

Majority Owner's Name

Office Telephone Number Fax number

Business Mobile phone

Email address

Website address

2. BUSINESS STRUCTURE

Business Established: ____/____/____

Federal Tax Id No. (FEIN): _____

Business Structure:

- ☐ CORPORATION Date of Incorporation: ____/____/____ State of Incorporation: _____
☐ LLC
☐ PARTNERSHIP
☐ SOLE PROPRIETORSHIP
☐ JOINT VENTURE
☐ OTHER _____

Is the company a franchise, subsidiary or affiliate of another company? ☐ Yes ☐ No

3. OFFICE FACILITY (Please submit current signed copy of the lease agreement/warranty deed)

☐ Rent/Lease ☐ Own Number of years at current location: _____

Name of Landlord: _____

Address: _____

City: _____ State: _____ Zip Code: _____

List below if other than the prime facility is used for storage in the day-to-day operations of the business:

4. TYPE OF BUSINESS

☐ Manufacturer ☐ Distributor ☐ Factory Rep. ☐ Commodities Supplier ☐ Professional Services ☐ Dealer
☐ Broker ☐ Retailer ☐ Construction ☐ CCNA Professional ☐ Importer/Exporter ☐ Jobber
☐ Wholesale

Please indicate the services provided, work performed, and/or products sold:

List all NIGP codes that apply to your firm

() () () () () () ()

If applicable, please provide below any and all licensed trade information:

Type of License/Certificate of Competency	Certification Number	Expiration Date	Name of Qualifier

5. EMPLOYEE INFORMATION (List the number of current employees)

Permanent/Full Time: _____ Part Time: _____ Temporary: _____ Total: _____

6. CORPORATION INFORMATION (Identify all shareholders, owners, and/or partners individually and list the requested information for each)

Name of Owner(s)	Years of Ownership	# Shares Held	Type of Shares	Voting %

Identify and list the requested information of all owners that have ownership and/or financial interest in another firm (to include non-profit organizations) and list the requested information for each.

Name	Company Name	Type of Business	Years of Ownership	% Ownership

Identify company officers and key personnel. Indicate responsibilities and provide separate resume for each individual.

Title	Name	Date Elected/Employed	Sex (M/F)	Race/Ethnicity	Current Salary
President					
Vice President					
Secretary					
Treasurer					
Chief Operating Officer					
Qualifier					

Is the principal owner a citizen of the United States? ☐ Yes ☐ No

If NO, is the principal owner a permanent lawful resident of the United States? ☐ Yes ☐ No

7. MINORITY STATUS

Is the business a Minority/Women Owned Business Enterprise? ☐ Yes ☐ No

If yes, specify the ethnic group and percentage of ownership of the minority/women person(s) who owns and controls 51% or more of the company.

(* Please note that this information is used for reporting purposes only. It does not affect eligibility for the SBE/MBE Programs. Companies seeking M/WBE certification are required to provide the information requested)

_____% (African American) _____% (Hispanic American) _____% (Asian American)
 _____% (Native American) _____% White (Non-Hispanic) _____% (Service-Disable Veteran)
 _____% (Female) _____% (Males)

8. OPERATIONAL CONTROL (Identify those individuals who are responsible for day-to-day management and policy decisions. Check where applicable and provide resumes of each individual)

Responsibility	Name 1	Name 2
a. Check Signing		
b. Payroll Signing		
c. Signing and guaranteeing loans		
d. Acquiring lines of credit		
e. Acquiring surety bonding and insurance		
f. Purchasing major equipment/services		
g. Signing contracts/change orders/payment requisitions		
h. Estimating		
i. Qualifying the Company for Professional/Trade License(s)		
j. Hiring and firing managerial employees		
k. Hiring and firing non-manual employees		
l. Supervising field operations		
m. Supervising office personnel		

9. SIZE STANDARDS (Specify the gross revenue of the firm for the last three years. These figures are available on your business Income Tax Returns. If in business less than three years, complete for years that apply. Use additional sheets for subsidiaries and/or affiliates, if applicable.)

GROSS RECEIPTS (Please submit Owner/Officer signed copies of corporate federal tax returns)

YEAR	GROSS REVENUE
201____:	\$ _____
201____:	\$ _____
201____:	\$ _____

10. BONDING CAPACITY (Identify your current bonding capacity and bank. Identify a letter of credit, if applicable.)

Bonding Company Name

Bank Name

Letter of Credit

11. CERTIFICATION HISTORY

Describe your firm's certification history with all other governmental agencies (Federal, State, County, City, etc.):

Agency	Certification Type	Expiration Date
_____	_____	____/____/____
_____	_____	____/____/____
_____	_____	____/____/____
_____	_____	____/____/____

Has your firm been denied certification, decertified, suspended, or challenged as a small, micro, minority, or Disadvantaged Business Enterprise (DBE) by any agency or institution. If "Yes", Identify:

Agency	Type of Action	Date of Denial
_____	_____	____/____/____
_____	_____	____/____/____
_____	_____	____/____/____

CERTIFICATION APPLICATION AFFIDAVIT

School Board Vendor ID #: _____

_____ (referred to as "Applicant") hereby declares that the statements contained in this application (referred to as "Application") and all pertinent documentation in support of this application is true and correct.

Applicant agrees to provide the Certifying Agency, The School Board of Miami-Dade County, Florida (hereafter referred to as the AGENCY) with current, complete, and accurate information regarding THIS APPLICATION, its attachments, or any project or contracts issued by the organizations or corporations utilizing the AGENCY for their own small business enterprise, micro business enterprise, or minority/women business enterprise.

Applicant acknowledges on behalf of the applicant business, that the applicant business is ready, willing and able to perform work for The School Board of Miami-Dade County, Florida and intends to actively compete for such opportunities with the AGENCY as are within the applicant's scope of business.

Applicant understands that this Application and all pertinent documentation are subject to Florida's Public Records Laws, Chapter 119, Florida Statutes.

Applicant recognizes and acknowledges that the statements contained in THIS APPLICATION are true and that any material misrepresentations will be grounds for denial of certification or for decertification and may result in not awarding or terminating contracts which may be awarded as the result of information contained in THIS APPLICATION.

Applicant acknowledges that he/she may not fraudulently obtain, retain, attempt to obtain nor aid another in fraudulently obtaining or retaining or attempting to obtain certification; willfully make a false statement, to any official of a certifying jurisdiction or employee for the purpose of influencing the certification of an entity as an SBE, MBE, or M/WBE; or willfully obstruct, impede or attempt to obstruct or impede any official or employee who is investigating the qualifications of a business entity which has requested certification. The Agency's Office of Economic Opportunity (hereinafter referred to as OEO) has exclusive right to determine the authenticity of all documents submitted for verification purposes, and to conduct inquiries regarding any company certifying as an SBE, MBE, or M/WBE with the Agency. Any applicant, certified principal(s) and all related parties, who misrepresent the status of any concern as a SBE, MBE, or M/WBE or is a party to such misrepresentation to obtain business or contracts with the School Board under the OEO, **may be suspended from doing business with the School Board for fourteen (14) months.**

Applicant acknowledges that certification is normally reviewed every two years however; the Agency retains the right to reevaluate the certification of any firm at any time. The undersigned further acknowledges that should the Agency change the eligibility requirements for certification during the two year certification period, the applicant must meet all new eligibility requirements in order for the certification to remain valid. Further, the undersigned is notified of their responsibility to notify the OEO whenever a change occurs in ownership, management or control of the company within fifteen (15) business days.

(Corporate Seal, if appropriate)

Business Enterprise Owner's Signature

Name (type of print)

Title

On this _____ day of _____, 20____, personally appeared before me, the

undersigned officer authorized to administer oaths _____
(Please print name)

known to be the person described in the foregoing affidavit, who acknowledged that he/she executed the same in the capacity stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

(SEAL)

ELIGIBILITY & CHECKLIST FOR SBE/MBE & M/WBE CERTIFICATION

(PLEASE REVIEW AND ATTACH SUPPORTING DOCUMENTS)

In order to be considered eligible for certification in SBE (Small Business Enterprise)/MBE (Micro Business Enterprise) and M/WBE (Minority/Women Business Enterprise) your business must be:

SBE/MBE

- ☐ Independently owned and operated business that is not dominant in its field of operation and is performing a commercially useful function.
- ☐ The business has its principal place of business in Miami-Dade County for at least a year preceding the application.
- ☐ The business has been established for at least one year and the principals of the business have at least three years of relevant experience prior to forming or joining the business.
- ☐ The **business** has an occupational license and all required professional licenses and/or contractor qualifier licenses.
- ☐ The **owner** of the business must have the required professional license(s) and contractor qualification license.

ADDITIONAL ELIGIBILITY REQUIREMENTS

Industry	Micro Business Enterprise	Small Business Enterprise
Professional Services	Less than \$300,000*	Less than \$600,000*
Goods and Services	Less than \$500,000*	Less than \$1,000,000*
Construction	Less than \$750,000*	Less than \$3,000,000*
Specialty Trade	Less than \$300,000*	Less than \$750,000*

*Revenue averaged over a three year period

M/WBE (MINORITY/WOMEN BUSINESS ENTERPRISE) ELIGIBILITY

- ☐ Employs 200 or fewer permanent full time employees and in conjunction with its affiliates, has a net worth of \$5 million or less. For sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- ☐ It is owned and controlled by at least 51% minority person(s) who is a member of an insular group (African American, Hispanic American, Asian American, Native American, Woman and/or Service-Disable Veteran).
- ☐ It has its principal place of business in Miami-Dade County for at least one year prior to the submission of the application.
- ☐ The **business** has an occupational license and all required professional licenses and/or contractor qualifier licenses.
- ☐ The **owner** of the business must have the required professional license(s) and contractor qualification license.

REQUIRED SUPPORTING DOCUMENTS

SBE/MBE

- ☐ Copy of Florida driver license for all owners
- ☐ Copy of all owner's resumes
- ☐ Statement of all owner's duties within the business
- ☐ Copy of business occupational license/business tax receipt
- ☐ Copy of professional license (if applicable to business industry)
- ☐ Copy of corporate federal tax returns (recent three (3) years)
- ☐ Copy of bank signature card for business account or letter from bank stating all persons authorized to sign on the account.
- ☐ Proof of business structure (Articles of Incorporation, Stock Certificate, Corporation meeting minutes)
- ☐ Current lease Agreement, Purchase Agreement, or Copy of Warranty Deed to show ownership of property

M/WBE

- ☐ Copy of full form birth certificate (must state parent's ethnicity) for each minority owner
- ☐ Copy of State of Florida Voter Registration card or Homestead Exemption for each owner
- ☐ Copy of United States Passport (for foreign born naturalized U.S. citizens)
- ☐ Copy of Naturalization Certificate (for foreign born naturalized U.S. citizens)
- ☐ Copy of Florida driver License for all owners
- ☐ Copy of all owner's resumes
- ☐ State of all owner's duties within the business
- ☐ Copy of business occupational license and business tax receipt
- ☐ Copy of Professional License (if applicable to business industry)
- ☐ Copy of corporate federal tax returns (recent three (3) years)
- ☐ Copy of Bank Signature Card for business account or letter from bank stating all persons authorized to sign on the account.
- ☐ Current lease Agreement, Purchase Agreement, or Copy of Warranty Deed to show ownership of property

ADDITIONAL REQUIRED SOLE PROPRIETORSHIPS DOCUMENTS

- ☐ Copy of completed (signed and dated) Stock Certificates (cancelled and current)
- ☐ Copy of organizational meeting minutes (recent two (2) years)
- ☐ Copy of individual tax returns (recent three (3) years)

ADDITIONAL REQUIRED CORPORATION DOCUMENTS

- ☐ Copy of Articles of Incorporation
- ☐ Copy of Corporate Bylaws
- ☐ Copy of completed (signed and dated) Stock Certificates (cancelled and current)
- ☐ Copy of organizational meeting minutes for more recent two (2) years

ADDITIONAL REQUIRED PARTNERSHIPS

- ☐ Copy of signed Partnership Agreement

OEO Use Only

☐ Submitted

☐ Submitted

☐ Submitted

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ADDITIONAL REQUIRED LIMITED LIABILITY COMPANY/CORPORATION

- ☐ Copy of Articles of Incorporation
- ☐ Copy of signed and dated Operating Agreement

☐ Submitted

☐ Submitted

RETURN COMPLETED APPLICATION AND SUPPORTING DOCUMENTS TO:
MIAMI-DADE COUNTY PUBLIC SCHOOLS
OFFICE OF ECONOMIC OPPORTUNITY
1450 N.E. 2ND AVENUE, ROOM 428
MIAMI, FLORIDA 33132

EXHIBIT D

SAMPLE CONTRACT



Contract Number _____ (For Procurement Use Only)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between The School Board of Miami-Dade County, Florida, hereinafter referred to as the "Agency" or "School Board", and _____, hereinafter referred to as the 'CONTRACTOR', is as follows:
(Name of Contracting Party/Organization)

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Agency, perform the following:

Nature of Contracted Services: As outlined in RFP #005-PP10 - Medical Consulting Services and Health Plan Ombudsman

Anticipated Outcome of Contracted Services: To comply with RFP# 005-PP10, Section III, Purpose of Solicitation, (Scope of Service)

Location of Contracted Service: District-wide

Date(s)/Hours of Service: Various

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 1 day of November, 2013, and shall complete performance to the satisfaction of the Agency no later than the 1 day of November, 2016. The Agency reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

3. COMPENSATION

The Agency shall, upon completion of services by the Contractor, compensate the Contractor in the amount of \$_____, which shall constitute the amount due under this contract. Contracts exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the Agency in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

Payment will be generated by the Agency's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- ☐ one lump sum payment in the amount of \$_____ upon completion of services
- ☐ _____ partial payments in the amount of \$_____ each _____

5. REGULATIONS & ORDINANCES

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. CONFIDENTIALITY OF STUDENT RECORDS

Contractor understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

7. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

8. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

9. HOLD HARMLESS

The Contractor shall hold harmless, indemnify and defend the indemnitees (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 to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

10. TERMINATION AND SUSPENSION

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provide herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The Agency may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to Agency by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the Agency shall allow the Contractor to incur all necessary and proper costs which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

11. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Agency may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the Agency and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the Agency.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Agency determines that the Contractor has jeopardized the safety and welfare of the Agency or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967.

13. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the Agency, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall retain all records for three (3) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Section 80.36 (1) and 85.510, and for a period of five (5) years pursuant to §257.36, Florida Statutes, or Florida Administrative Code Chapter 1B.

14. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract 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 policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Contractor agrees that each that 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.

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening

requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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 Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

16. COMPLIANCE WITH SCHOOL CODE

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

17. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County Schools 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 (2) years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

18. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

19. ASSIGNMENT

This contract may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

20. DEBARMENT

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

21. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

22. DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provision of the American Recovery and Reinvestment Act of 2009. Therefore, the Contractor shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

23. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two (2) years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board policies, 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 (2) 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

24. INTELLECTUAL PROPERTY RIGHTS

Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor's Address. The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: _____
Contact's Name/Title: Attention: _____
Address: _____

School Board's Address. The address for the School Board for all purposes under this agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Department: _____
Department Director: Attention: _____
Address: _____

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

26. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the School Board's Office of Risk and Benefit Management, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverages. Upon request, "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the contract, Contractor shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Contract is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Contract. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Contract.

<div style="text-align: center; margin-bottom: 20px;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</div> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"><div>_____ School Board Attorney - Signature</div><div>_____ Date</div></div> <div style="text-align: center; margin-bottom: 20px;">SUBMITTED BY:</div> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"><div>_____ Charge Location Administrator Signature</div><div>_____ Date</div></div> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"><div>_____ Regional Superintendent/Division Head Signature (as applicable)</div><div>_____ Date</div></div> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"><div>_____ Office of Grants Administration Signature (if applicable)</div><div>_____ Date</div></div> <div style="margin-bottom: 20px;">NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</div> <div style="display: flex; justify-content: space-between;"><div>_____ Risk Management Signature</div><div>_____ Date</div></div>	<div style="text-align: center; margin-bottom: 20px;">THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</div> <div style="margin-bottom: 20px;">BY: _____ Signature (Superintendent of Schools or Designee)</div> <div style="text-align: center; margin-bottom: 20px;">_____ (Name Typed)</div> <div style="margin-bottom: 20px;">Date: _____</div> <div style="text-align: center; margin-bottom: 20px;">VENDOR/CONTRACTOR</div> <div style="margin-bottom: 20px;">BY: _____ Signature</div> <div style="margin-bottom: 20px;">Name: _____ (Name Typed) (Title) (Date)</div> <div style="margin-bottom: 20px;">Address: _____ _____</div> <div style="margin-bottom: 20px;">Social Security No. (if individual) _____ F.E.I.N. (If organization) _____</div> <div style="margin-bottom: 20px;">School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/></div> <div style="margin-bottom: 20px;">M-DCPS Employee No. _____</div>
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EXHIBIT E

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

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, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT F

LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

The School Board of Miami-Dade County

Bylaws & Policies

Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the Bylaws and Policies of the Miami-Dade County Public Schools were adopted on May 11, 2011 and were in effect beginning July 1, 2011.

6320.05 - LOCAL-VENDOR PREFERENCE

Purpose:

To give local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 dollars or the current formal bidding threshold set by statute. The preference does not apply to goods or services exempted by statute as reflected in Policy [6320](#), or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy [6320.04](#).

PROCESS:

Competitive Bid:

When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent (5%) of the price submitted by the non-local business, then each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low responsible, responsive bid submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie bid in the best and final bid between the local businesses, the tie shall be broken as delineated in Policy [6320](#).

Request For Proposals:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local proposer (s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy [6320](#).

Professional Services:

Local preference policy shall apply to services of which is subject to the Consultants Competitive Negotiation Act, as delineated in F.S. 287.055. If two (2) firms, one local and one non-local are within five percent (5%) of each other's total qualitative scores, and for design build solicitations, the adjusted low bid as defined in the corresponding implementing order, the local firm shall be ranked higher than the non-local firm in the final ranking. In case of a two-tiered evaluation process, the local preference shall also apply at the conclusion of the first tier to allow eligible local proposers within five percent (5%) of the points assigned to those recommended to participate in the second-tier evaluation.

The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.

The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.

The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

Adopted 10/19/11

© **Miami-Dade, 2011**



Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:		
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____		
BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: <small>(Include City State & Zip Code)</small>		
FEIN (Federal Employer Identification Number):	Length of Time at Address Provided: _____	
	Length of Time Located within the legal boundaries of Miami-Dade County: _____	
BUSINESS STRUCTURE:	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (Specify): _____	
PHONE:	() _____	FAX: () _____
E-MAIL ADDRESS:		
ATTESTATION - I understand that: <ul style="list-style-type: none"> In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal. The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions. The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent. The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy. The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. The above information may be subject to verification. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04. 		

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

 SIGNATURE OF NOTARY PUBLIC
 THIS _____ DAY OF _____, 20____

 My Commission Expires: _____
 NOTARY SEAL

 PRINTED NAME OF AFFIANT

 SIGNATURE OF AFFIANT

 DATE

 TITLE

 COMPANY NAME

PENDING FM-XXXX

The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in employment and educational programs/activities and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin.

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

The Equal Pay Act of 1963 as amended - prohibits gender discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

Florida Educational Equity Act (FEEA) - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

Florida Civil Rights Act of 1992 - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) - Prohibits discrimination against employees or applicants because of genetic information.

Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 205.07

(Florida Statutes), which stipulate categorical preferences for employment.

School Board Policies 1362, 3362, 4362, and 5517 prohibit harassment and/or discrimination against students, employees, or applicants on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Revised : (07-11)