THE SCHOOL BOARD
OF
MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PROPOSALS

FOR

STUDENT AND
ATHLETIC ACCIDENT
INSURANCE COVERAGES

Website: http://procurement.dadeschools.net/bidsol.htm

PROPOSAL RETURN DATE: March 28, 2012 ***by 2:00 p.m. (EST)***

RFP NUMBER: 032-MM10
February 16, 2012

Miami-Dade County Public Schools

School Board Members

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Hope Wilcox, Student Advisor

Superintendent of Schools

Mr. Alberto M. Carvalho

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SECTION I

INTRODUCTION

SECTION I

INTRODUCTION

SCOPE OF REQUEST FOR PROPOSALS

This Request for Proposals (hereinafter this RFP) has been prepared to solicit Proposals for Student and Athletic Accident Insurance and Catastrophic Accident Coverages for the School Board of Miami-Dade County, Florida (hereinafter the School Board).

CURRENT PROGRAMS

The School Board currently makes Student and Athletic Accident insurance available for all students including those participating in all sports including high school football. The School Board also currently purchases Catastrophic Athletics coverage pursuant to FHSAA requirements. The Student and Athletic Accident insurance for the School Board is currently provided by Mutual of Omaha. The Catastrophic Athletics insurance is provided by National Union Fire Insurance Company of Pittsburgh, Pa.

The School Board requires all students participating in high school football programs to purchase the Athletic Accident insurance. Currently, the School Board partially subsidizes the cost of Athletic Accident insurance for football program participants. There is no guarantee that this subsidy will continue. The current football program Board subsidy is $133 for fall football and $22 for spring football.

The non-football Athletic Accident coverage is also subsidized by the School Board. The School Board requires all students participating in high school athletics other than football to purchase coverage. Currently, the School Board partially subsidizes the cost of this coverage for non-football athletic participants. There is no guarantee this subsidy will continue. The current non-football athletic program Board subsidy is $15.

The School Board also requires all students participating in elementary after/before care school programs to purchase, at minimum, Student Accident coverage. There is no subsidy for this coverage.

Premium payments for the Student and Athletics Accident program are made by students and their families directly to the program administrators, not to the School Board. The School Board pays the subsidy amounts for Football Accident Coverage and non-football athletics. The School Board pays for the Catastrophic Athletics insurance.

DESCRIPTION OF OPERATIONS

Miami-Dade County Public Schools is the fourth largest school system in the United States. Regular enrollment is approximately 339,855 students with 24,819 teachers using more than 378 school facilities. Total full and part-time employees number approximately 56,406.

MINIMUM INSURER QUALIFICATIONS

Proposals will be considered only if, as of the Proposal Return Date specified in this RFP, the insurer is authorized by a subsisting certificate of authority issued to the insurer by the Department of Insurance of the State of Florida and the insurer has a Best's Rating of "A-" or better, and a Financial Size Category of "VII" or higher according to A. M. Best Company.

Proposals from an insurer not meeting the aforementioned minimum requirements will not be considered.

PROPOSAL EVALUATION

Pursuant to Department of Education Rule 6A-1.012(11), the Board will evaluate the proposals received and retain the right to negotiate and directly contract with the proposer(s) whose response(s) is (are), in the School Board's judgment, in its best interest. Among the criteria that the School Board will consider in its evaluation of which proposer(s), if any, to enter into negotiations with are the following:

A. Coverage Terms and Conditions. For the purpose of evaluating Coverage Terms and Conditions, the degree to which the proposal does not deviate in a restrictive manner from the Model Programs will be the primary factor.

B. Premium Cost.

C. Program Administration. The ability of the proposer to meet the administration needs of the School Board.

D. Extent to which minority and women business enterprises or individuals will participate in the providing of services. Proposers are strongly encouraged to seek out minorities and women business enterprises, including the formation of joint ventures and subcontracting.

E. Extent to which minorities and women are utilized in the proposer's workforce.

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GENERAL REQUIREMENTS

SECTION II

GENERAL REQUIREMENTS AND INFORMATION

PROPOSAL RETURN DATE

Nine sealed proposals (three (3) originals, three (3) copies in paper and three (3) CD's or USB Jump Drives containing your proposals in Microsoft Word format and all proposal attachments in electronic form) must be received by the Board until 2:00 P.M. on March 28, 2012 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

Proposals should be enclosed in packages plainly marked on the outside as **"REQUEST FOR PROPOSALS FOR STUDENT ACCIDENT AND ATHLETIC ACCIDENT INSURANCE COVERAGES, RFP NUMBER 032-MM10 , DUE: 2:00 P.M. MARCH 28, 2012."**

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

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, a good faith attempt will be made to deliver a copy to all prospective Proposers who were mailed an RFP by M-DCPS's Office of Procurement Management Services or obtained a copy of it from the M-DCPS website and notified M-DCPS that they were in receipt of a copy of the RFP. However, prior to submitting the proposal, it shall be the responsibility of each Proposer to contact M-DCPS's Office of Procurement Management Services to determine if Addenda were issued and, if so, to obtain such Addenda for attachment to the proposal.

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

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

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

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

CONTRACT RENEWAL

Any proposed renewal changes of contract terms, rates, conditions of renewal, and/or notice of intent not to renew must be given to the Board, in writing, not less than 120 days prior to the expiration of the contract.

CONTRACT TERMINATION

Proposers must agree to provide, at minimum, 120 days termination notice to the Board. The agreement may be terminated at any time by the Board.

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.

WRITTEN QUESTIONS/CLARIFICATIONS

Questions, requests for additional information and/or objections concerning the RFP or its attachments can be directed to Mr. Scott B. Clark, Risk and Benefits Officer of the Office of Risk and Benefits Management at Miami-Dade County Public Schools, via email to agomez@dadeschools.net and/or fax number (305) 995-7170. Please submit all questions in writing by 3:00 p.m. by March 7, 2012 to:

Scott B. Clark, Risk and Benefits Officer
Office of Risk & Benefits Management
Miami Dade County Public Schools
1501 N. E. Second 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. Correspondence should clearly identify the RFP number you are referring to. Addenda, if issued, will be available at http://procurement.dadeschools.net/bidsol/asp/undercone.asp.

RFP TIMELINE

Task	*Timeframe*
M-DCPS releases RFP to vendors	**February 16, 2012**
Written questions due to M-DCPS	**March 7, 2012**
Proposals due	**March 28, 2012**
Evaluation & Review Committee Meetings	**April 2012**
Recommended Board Action	**May or June 2012**

ANALYSIS SCHEDULE

Proposals will be analyzed by the Office of Risk and Benefits Management, in conjunction with the Board's consulting firms, Siver Insurance Consultants. A Superintendent's Ad Hoc Insurance Committee will be convened to review the received proposals. Recommendations will be made to the Superintendent of Schools and the School Board. It is anticipated that final recommendations for award of this RFP will be brought to the School Board meeting in May or June 2012.

ROLE OF CONSULTANT

Siver Insurance Consultants has been retained as independent risk and insurance management consultants. Siver Insurance Consultants acts solely in its capacity as consultant. Siver Insurance Consultants does not participate in commissions from any insurance company, agent or broker, nor does it accept any income from other than its clients.

SUPERINTENDENT'S AD-HOC INSURANCE COMMITTEE

The Superintendent's Ad-Hoc Insurance Committee, pursuant to 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 Financial Officer
Risk and Benefits Officer
Assistant Superintendent, School Operations
Executive Director Community Education
Athletic Trainer, Palmetto Senior High
Representative of Greater Miami Athletic Conference
Risk Manager, Palm Beach County Public Schools
Risk Analyst
Athletic Director, Miami Central Senior High

Resource Persons: Miami-Dade School Board Attorney's Office

This committee will then 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.

NEGOTIATIONS

The Board may undertake simultaneous negotiations with those Proposers who have submitted reasonable, responsive and timely proposals which are fully qualified and capable of meeting all servicing requirements pursuant to Board Rule 6Gx13 - 3F-1.021 and Department of Education Rule 6A-1.012(15).

ATTACHMENT OF SPECIMEN CONTRACTS AND POLICIES

All proposers must submit, as part of their proposal, a complete specimen copy of any contract or policy, including copies of all forms and endorsements to which the School Board will be a party, if the School Board accepts the proposal.

CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary on the appropriate Proposal Form, the submission of a specimen contract with a proposal shall not constitute notice of the Proposer's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of a specimen copy shall be deemed to be an offer in at least full compliance with the RFP, and the Proposer expressly agrees to reform said contract or policy to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a specimen copy shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the Board beyond that required by the RFP.

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.

PROPOSER RESPONSIBLE FOR ADDRESSING CRITERIA

Proposers should be aware that the proposals 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 Proposer to address in its proposal each of the evaluation criteria including the minimum qualifications.

All timely proposals meeting the minimum criteria set forth in Minimum Qualifications of this RFP will be considered. However, Proposers are cautioned to clearly indicate deviations from the requested coverages and 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 proposals in full or substantially full compliance with the requested services.

EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

1. 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. The form may be accessed through the following link: http://forms.dadeschools.net/webpdf/4859.pdf

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

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link: http://forms.dadeschools.net/webpdf/3920.pdf

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Each Proposer 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 Proposer to comply with such laws, rules, and regulations (including failure to obtain Department of Insurance approval for filings) shall not relieve any Proposer from its obligation to honor its proposal and perform completely in accordance with its proposal.

IRREVOCABILITY OF PROPOSALS

In consideration of the School Board's allowing the Proposer to make a proposal (offer), each Proposer 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.

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 proposals. 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 Proposers 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 proposals in full or substantial compliance with them. However, all timely proposals and responsive proposals which meet the Minimum Qualifications will be considered. Proposers are cautioned that restrictive deviations from the RFP must be clearly stated on the Proposal Forms and may result in disqualification of the Proposer, at the School Board's sole discretion.

AUTHORIZED SIGNATURE

The signature on the Proposer'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 Proposer submit nine total copies: three originals plus three copies in paper and three (3) CDs containing your proposal in Microsoft Word format and all proposal attachments in electronic form.

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

M-DCPS expects to enter into a written agreement (the Agreement) with the chosen Proposer. This Agreement shall incorporate this RFP and the Proposer'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 Proposer to make a proposal (offer), the Proposer 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 Proposer.

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, Siver Insurance Consultants or the Office of Risk and Benefits Management may contact a Respondent for additional information, clarification, or negotiation. Based on Board Rule 6Gx13-8C-1.212, Cone of Silence, the full definition is as follows:

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

   1. any person who seeks an award therefrom, including a potential vendor or vendor's representative; and

   2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process.

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

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

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

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative:
   1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
   2. from engaging in contract negotiations during any duly noticed public meeting;
   3. from making a public presentation to the School Board during any duly noticed public meeting; or
   4. from communicating in writing with any school district employee or official (including representatives of Siver) for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

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

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

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

PUBLIC ENTITY CRIME

Proposers 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public 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 from 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 Proposals 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 Proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. **It is recommended that Proposers 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 proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal written protests will be reviewed by Procurement Management Services who will offer the protesting Proposer the opportunity to meet and discuss the merits of the protest. If the protest if not resolved, the Proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Rule 6Gx13-8C-1.064.

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 Proposers are required to disclose the names of any of their employees who serve as agents or principals for the Proposer, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See Attachments for Disclosure of Employment of Former School Board Employees Form. If non-applicable, please indicate so on the form and return.

DEFAULT

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

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 Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 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 Rules 6Gx13- 3F - 1.024 and 6Gx13- 4C 1.021 within 48 hours of its occurrence. Proposer agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Proposer further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Proposer to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

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

CONFLICT OF INTEREST

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

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

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.

MANDATORY RECOMMENDATIONS

Proposals should not be conditioned upon compliance with mandatory recommendations. If there are any such mandatory recommendations, they must be clearly stated on the Proposal Forms.

ESTIMATED ENROLLMENT

Proposers must base their Student and Athletics Accident proposals on the following estimated enrollment. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite enrollment mix. Actual enrollment for the current year is shown in the Exhibit section of this RFP.

Voluntary Accident	Estimated Enrollment
24 HR PK-12	900
At School, Excluding Athletics PK-12	22,000
Mandatory/Athletics	
Football - Fall	3,600
Football – Spring	2,000
Non-Football Athletics	11,000

Pursuant to School Board Rule 6Gx13-6A-1.161, Interscholastic Athletics – Senior High School, all students participating in interscholastic football are required to purchase the Board-sponsored football insurance coverage. The intent of this rule is to assure maximum protection to the student athlete as well as eliminating any adverse selection for this product.

CLAIMS PAYMENT/POLICY SERVICE

The successful Student and Athletics Accident proposer(s) must, within thirty (30) days of notification of award, maintain a claims and policyholder's service office for the verification of eligibility, the answering of coverage questions, and the processing and handling of claims. The office must be open during normal business hours (8:00 a.m. - 5:00 p.m., Miami-Dade County time).

The claims office must meet the requirements of Florida Statutes including, but not limited to, F.S. 627.661.

The proposer(s) must provide toll free telephone and facsimile service serving all of Miami-Dade County. In addition, the office must have the ability to provide full service to English and Spanish speaking individuals.

The School Board reserves the right to audit claim files on an as needed basis.

The School Board is interested in proposers' experience in providing a system whereby appropriate staff at school sites can electronically access enrollment data without jeopardizing student privacy concerns and/or parents/families can access coverage and enrollment information via the internet. Proposer(s) are requested to detail any similar experience with other clients.

RATE GUARANTEE

Rates are requested to be guaranteed a minimum of the first two coverage years. If the successful proposer requests alteration of the premium rates after the rate guarantee period, the School Board reserves the option to negotiate a new premium rate or to reject the request and remarket the coverage, whichever course the School Board considers to be in their best interest. Such request by the successful proposer must be submitted in writing and delivered to the School Board's designated risk management office no later than one hundred twenty (120) days before the anniversary date of the policy.

PREMIUM ENVELOPE AND BROCHURE REQUIREMENTS

The successful Student and Athletic Accident insurer proposer shall provide mailed validation cards to verify receipt of payment and a premium envelope which, after being sealed, shall show space for the name of the student, address, parent's or guardian's signature, name of school, amount of premium, and applicable data. The brochure that is part of or accompanies such envelope shall show the coverage provided, the name of the insurer, and where (including the toll free telephone

number) and how to file a claim. A complete description of the benefits shall accompany or be part of the brochure. Either separate English and Spanish brochures must be provided, or the English brochures must have Spanish translations on the brochure for all pertinent information.

The wording, "THIS IS A LIMITED POLICY AND THE CHARGES OUTLINED ARE THE MAXIMUM LIABILITY TO BE PAID BY THE COMPANY AND IN NO WAY ARE MEANT TO REFLECT THE TRUE VALUE OF TREATMENT." and "WHEN EXPENSES OF ANY TYPE PAYABLE UNDER THIS POLICY EXCEED $500, THIS POLICY WILL PAY ONLY IN EXCESS OF OTHER VALID AND COLLECTIBLE INSURANCE." shall be included on the brochure in bold type.

Envelopes/brochures or flyers must be made available to all students at the beginning of the school year, and the documents must be available for downloading/printing at all school sites or for parents (via the internet) at home throughout the school year. The current estimate is that the student accident program will require at least 300,000 flyers and 30,000 envelopes/brochures for the beginning of each school year, with additional envelopes/brochures required throughout the year. The cost of printing flyers and envelopes/brochures and distribution to all school sites for the beginning of the school year must be included in the proposed premiums.

PROOFS OF DISTRIBUTED MATERIALS REQUIRED

The successful Student Accident and Football Accident proposer shall submit for written approval to the School Board's designated risk management office, within 21 days following date of award, a sample copy of "proofs" of material intended for distribution through or to the schools. The successful proposer shall also submit an actual copy of any material intended for distribution to students or parents through the schools to the School Board's risk management office at least two weeks prior to delivery to the schools.

MIAMI-DADE SPORTS MEDICINE PROGRAM

The Sports Medicine Program for the School Board began in 1976. It provides standardized physical screening examinations for all athletes. It provides, at no cost to the athlete, office and routine care of injured athletes; and provides sports medicine physicians to serve at football games. It provides central site and staff for the evaluation, care, and rehabilitation of athletes, as well as consultation services when needed.

The program is managed by a Chief of Sports Medicine who is a licensed and board certified orthopedic surgeon. The Chief of Sports Medicine, in turn, employs a number of other physicians who are on call to attend football games and to provide critical services for injured athletes. They work in conjunction with Healthsouth Corporation which owns Doctor's Hospital and is presently the official manager of the program.

If an injured athlete has coverage through a managed care network, and the injured athlete is referred to a Sports Medicine provider who is not part of the managed care network, and the managed care program denies or limits benefits, the Student and Athletic Accident Insurance must pay the claim on a primary basis in accordance with the policy provisions to the extent not covered by the managed care program.

SCHOOL BOARD NOT RESPONSIBLE FOR MINIMUM POLICIES OR COSTS

For the Student and Athletic Accident insurance program, the School Board does not guarantee any minimum or total policies which will be sold or any total amount of premiums collected for the Student Accident Insurance or Athletic Accident Insurance. The School Board shall not be obligated to pay any of the premium or cost associated with the sale of the Student Accident or Football Accident Insurance or collection of premiums.

The School Board has historically subsidized a portion of the athletic accident premiums. While it is the present intent of the School Board to continue this subsidy, the School Board makes no guarantee to do so, and bids shall not be contingent upon the continuation of this subsidy. Further, the School Board shall not be obligated to pay any other costs associated with the sale of the Student and Athletic Accident insurance or the collection of premiums.

SALES OF ALLIED LINES

No proposals which are contingent on the sale of allied lines will be accepted. If the successful proposer wishes to advertise any allied lines in the material distributed, complete details of such offering must be submitted, including copies of the advertising material, to the designated risk management office for consideration prior to the offering date. The proposer agrees that, unless the School Board specifically approves such additional allied lines offering, the material prepared for distribution to the schools shall cover only the program or programs awarded to the proposer on the basis of this RFP, and that any mailing list which might be developed from the sale of this policy shall not be used, or cause to be used, for any other commercial purpose.

The School Board reserves the right to negotiate with the winning proposer(s) terms, costs and conditions for allied lines of coverage for marketing directly to students and their families if deemed to be in the best interests of students and their families.

The current administration, Health Special Risk, Inc., provides access to an individual health program for students through United Health Care. For the 2010/11 year, there were 301 students enrolled.

SEVERABILITY OF CONTRACTS

This RFP solicits proposals for Student and Athletic Accident insurance coverage and Catastrophic Athletic Accident insurance coverage. It is emphasized that each coverage is severable and may be proposed separately. Further, unless indicated to the contrary on the applicable Proposal Response Form, it will be presumed that none of the coverages or services as proposed are subject to the School Board's accepting any proposal for any other coverage from the same agent, broker, or insurer.

LOBBYISTS

Board Policy 8150, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee.

Pursuant to this rule, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at:

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

SECTION III

MODEL PROGRAM FOR
STUDENT AND ATHLETIC ACCIDENT INSURANCE

SECTION III

MODEL PROGRAM FOR STUDENT AND ATHLETIC ACCIDENT INSURANCE

PROVISIONS INCORPORATED BY REFERENCE

The following provisions of this RFP are incorporated by reference into this SECTION III - MODEL PROGRAM FOR STUDENT AND ATHLETIC ACCIDENT INSURANCE.

> SECTION I - INTRODUCTION - All of the provisions of SECTION I are specifically incorporated by reference.
>
> SECTION II - GENERAL REQUIREMENTS - All of the provisions of SECTION II are specifically incorporated by reference.

FORM OF COVERAGE

Coverage shall be provided on a form that meets or exceeds all of the provisions of the current coverage as shown in the Exposure section of this RFP. The form of coverage, including all endorsements or riders, that will be used must be provided as an attachment to the proposal.

POLICY PERIOD

August 1, 2012 (or the first day of sports practice in 2012, whichever is earlier) to August 1, 2015 (or the first day of sports practice in 2015, whichever is earlier).

For students participating in Before/After School Care Programs, the insurance will become effective upon receipt of enrollment/payment by the Accident Insurance administrator/insurer and no earlier than the first day of the calendar school year. Coverage will expire on the day prior to the start of the following calendar school year.

BEFORE/AFTER SCHOOL CARE PROGRAMS

The School Board operates district wide before/after school care programs for enrolled elementary age students. These programs currently serve approximately 20,000 children. Pursuant to School Board rule, in order to register for one of the programs, a student must purchase Student Accident Insurance.

The School Board also provides Adult Vocational Studies. Some programs require accident insurance. Eligibility for these vocational programs must be included. The School Board also provides day care services for some school sites for children of teachers and adult students. Eligibility for these programs must be included. For the purposes of the Student Accident Insurance, an accidental injury which occurs while the student is attending a School Board sponsored before/after school care program will be deemed to have occurred at school.

LIMITED SCHOOL SALES PERIOD

The successful proposer shall have prepared all material needed for the sale of the policy and the collection of premiums and shall have such material packaged and delivered at the schools at least five days prior to the time designated for the sale of the policy. The schools shall aid in the collection of premiums for four consecutive days only, which days shall be determined by the designated risk management office. Thereafter, no further sale of insurance or collection of premium envelopes will be made in the schools, with the exception of required insurance participants for sports teams. Students wishing to purchase such insurance after this period may do so by contacting the local office of the proposer or by using internet based access to applications.

COLLECTION OF TRANSMITTAL ENVELOPES

The successful proposer shall furnish collection envelopes for each homeroom teacher for the collection of the individual student envelopes. These collection envelopes shall be of the variety that can be sealed. Neither the School Board nor its employees will handle or account for the actual money sent in as premium, nor assume responsibility for any mishandling. The successful proposer shall provide each school with, at minimum, two large postage paid envelopes to remit the applications to the successful proposer.

LISTING OF INSURED STUDENTS

The successful proposer shall provide regularly updated electronic lists of insured students to the School Board. Two lists will be electronically delivered to the designated risk management office. Each electronic list must include for each insured student, the name of the student, the premium paid for the student and the effective date of the coverage for the student. One list will be an alphabetical master list. The second list will be broken down by school and must be in alphabetical order within the school. The third list will be a duplicate of the second list, but will be distributed directly to the schools by the successful proposer, not the School Board.

If payment for coverage is made on checks which are returned to the successful proposer due to insufficient funds, the successful proposer will provide the appropriate school and the parents/family each with written notice.

Due to the fact that student enrollment for Before and After School Care programs are ongoing throughout the year, it is imperative that an electronic listing of insured students be available at the request of the individual school site on a monthly basis. The electronic list must be unique to the school requesting the list and the insured students listed must be in alphabetical order.

LOSS STATISTICS

The successful proposer shall provide the following loss statistics summarized by coverage year for the Student and Athletic Accident Insurance:

A. Individual Claim Details

The required reports are to include for each claim during the coverage year:

1. School - for allocation purposes
2. Claimant's name
3. Coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
4. Date of injury
5. Description of injury
6. Amount of claim paid to date
7. Reserve for future claim payments

B. Summaries

For each school, and for the School Board, the required reports are to include summaries showing:

1. Total number of enrollees
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
2. Total premium collected for enrollees
3. Total number of closed claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
4. Total number of open claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
5. Total number of claims by coverage (3+4)
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident

d. Athletic – Non-Football Accident

6. Total number of claims for all coverages
7. Total amount paid for closed claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
8. Total amount paid to date for open claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
9. Total amount reserved for open claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Athletic – Non-Football Accident
10. Total amount of incurred claims by coverage (7+8+9)
    a. School Accident
    b. 24 Hour Coverage
    c. Athletic – Football Accident
    d. Athletic – Non-Football Accident
11. Total amount of incurred claims all coverages combined

C. Frequency of Reports - quarterly until all claims are closed or anytime at the request of the School Board.

HISTORICAL STUDENT ACCIDENT PREMIUMS & LOSSES

See Section VI for premium and loss data.

SECTION IV

MODEL PROGRAM FOR CATASTROPHIC ATHLETICS INSURANCE

SECTION IV

MODEL PROGRAM FOR CATASTROPHIC ATHLETICS INSURANCE

PROVISIONS INCORPORATED BY REFERENCE

The following provisions of this RFP are incorporated by reference into this SECTION IV - MODEL PROGRAM FOR CATASTROPHIC ATHLETICS INSURANCE.

SECTION I - INTRODUCTION - All of the provisions of SECTION I are specifically incorporated by reference.

SECTION II - GENERAL REQUIREMENTS - All of the provisions of SECTION II are specifically incorporated by reference.

FORM OF COVERAGE

Coverage shall be provided on a form that meets or exceeds the currently provided coverage. The current policy, including endorsements, is included in Section VI, Exhibits, of this RFP.

The proposed coverage form, including all endorsements or riders, that will be used must be provided as an attachment to the proposal.

POLICY PERIOD

August 1, 2012 (or the first day of practice in 2012, whichever is earlier) to
August 1, 2015 (or the first day of practice in 2015, whichever is earlier).

LOSS STATISTICS

The successful proposer shall provide reports summarizing and detailing claims and losses on a quarterly basis for the Catastrophic Athletics Insurance.

HISTORICAL CATASTROPHIC ATHLETICS PREMIUMS & LOSSES

See Section VII, Exhibits, for premium and loss data.

SECTION V

PROPOSAL FORMS – STUDENT & ATHLETICS ACCIDENT

SECTION V

PROPOSAL FORMS
STUDENT & ATHLETICS ACCIDENT INSURANCE
SCHOOL BOARD OF MIAMI-DADE COUNTY

AGENT/BROKER

Name: _____

Address: _____
_____
_____

Account Executive: _____

Telephone No.: _____
Facsimile No.: _____

INSURER

Name: _____

Address: _____
_____
_____

Telephone No.: _____

A.M Best Rating: _____

CLAIMS ADMINISTRATOR (If different than above)

Name: _____

Address: _____
_____
_____

Account Representative: _____

Telephone No.: _____
Facsimile No.: _____

Please specifically address how your claims administration services meet the

requirements of F.S. 627.661.

RATE/PREMIUM CALCULATION

Proposers must base their proposals on the enrollment shown. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite change in enrollment mix. In the event of a discrepancy in computing the Estimated Annual Premiums, the Rate bid shall govern.

Rate x Estimated Enrollment = Estimated Annual Premium

Proposers are to disclose and provide a description of all administration fees, including fees for online enrollment below.

	Rate	**Estimated Enrollment**	**Estimated Annual Premium**
Voluntary Accident			
24 HR PK-12 (Including Day Care)		900	
At School, Excluding Athletics PK-12 (Including Vocational)		22,000	
Mandatory/Athletics			
Football – Fall		3,600	
Football – Spring		2,000	
Non-Football Athletics		11,000	
Total Estimated Premium			
Estimated Commissions			
Administration Fees (If Applicable)			

Please indicate if there is a bounced check fee (if re-enrolls).

Please indicate how long rates are guaranteed.

REQUIRED PROPOSER SERVICES

Indicate your willingness to comply with the Claims Payment & Policy Services requirement in Section II of the RFP. Describe below your approach to providing

these services to the School Board.

Indicate your willingness to comply with the Premium Envelope & Brochure Requirements as described in Section II of the RFP. Describe your approach to the following:

Explain how your firm will make available and distribute the required amount of envelopes/brochures to ensure that **each** school receives the required number of envelopes/brochures for the Student Athletic Accident program.

Explain how your firm will ensure that each high school is provided the appropriate rosters for interscholastic sports teams with both the Student Accident Athletic Accident programs.

Indicate your willingness to comply with the Listing of Insured Students requirement in Section III of the RFP, including providing written notice to both the appropriate school and parents/family. Please describe any relevant experience, including online experience, in making this information readily available to school site personnel.

Explain your firm's process for the collection of premiums. Describe your firm's process and requirements for accepting such payments, specifically online and personal checks? What is your course of action when handling bounce checks?

Explain how your firm will ensure the Collection of Transmittal Envelopes are furnished and collected in accordance with the RFP requirement in Section III of the RFP.

STATEMENT OF EQUAL EMPLOYMENT POLICY

Each Proposer shall indicate within the space following, or as a separate attachment to this Proposal Form, their equal employment policy:

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

Describe below (attach additional pages as necessary) the extent of M/WBE participation included in this Response. Include:

A. Documentation evidencing M/WBE certification.

B. Scope of minority firm's work.

C. Experience of minority firm in the type of services required in this RFP.

D. Experience of minority firm's staff who will participate.

E. Estimate of actual revenues which will be received by the M/WBE firm.

F. Timing of such revenues.

See Section VI, Exhibit B, for M/WBE Certification Application, if applicable.

EMPLOYMENT BREAKDOWN

Each proposer should complete Section VI, Exhibit A.

DEVIATIONS FROM MODEL PROGRAM

Indicate whether your proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Proposers are reminded that preference will be given to proposals which fully comply with the provisions of the RFP.

	Will	Will Not
Claims Payment/Policy Service	_____	_____
Compliance with Laws, Rules and Regulations	_____	_____
Irrevocability of Proposals	_____	_____
Waiver and/or Rejection of Proposals	_____	_____
Deviations from RFP	_____	_____
Non-Warranty of RFP	_____	_____

Method of Acceptance	_____	_____
Mandatory Recommendations	_____	_____
Attachment of Specimen Contracts and Policies	_____	_____
Conflict with Specimen Contracts or Policies	_____	_____
Term of Contract	_____	_____
Rate Guarantee	_____	_____
Premium Envelope and Brochure Requirements	_____	_____
Proofs of Distributed Materials Required	_____	_____
School Board not Responsible for Minimum Policies or Costs	_____	_____
Sales of Allied Lines	_____	_____
Severability of Contracts	_____	_____
Full Transparency	_____	_____
Form of Coverage	_____	_____
Policy Period	_____	_____
Limited School Sales Period	_____	_____
Collection of Transmittal Envelopes	_____	_____
Listing of Insured Students	_____	_____
Loss Statistics	_____	_____

ADDITIONAL COMENTS/DEVIATIONS FROM MODEL PROGRAM

If your proposal does not fully comply with any provision, explain fully in the space following (attach additional pages as necessary) the extent of non-compliance and the alternative provision proposed. (Please detail ALL deviations. Do not merely refer to attached specimen forms.)

PROPOSER'S WARRANTY

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

A. The undersigned is an authorized representative of the insurer(s);

B. The undersigned has been specifically authorized to present this proposal in full compliance with all the terms, coverages, endorsements, conditions and requirements, as set forth in this RFP, other than those deviations noted above;

C. The undersigned has been specifically authorized to present the premiums/costs and payment terms shown in this proposal;

D. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;

E. This proposal is not subject to any mandatory recommendations, other than those noted above;

F. If this proposal is accepted, the contract will be issued as proposed;

G. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none.]

_____

H. The undersigned certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same coverages or services, and is in all respects fair and without collusion or fraud. The undersigned agrees to a proposal by all conditions of this proposal, and certifies that the undersigned is authorized to sign this proposal for the proposer.

_____
Name of Firm

_____
Signature of Authorized Representative

_____
Title of Authorized Representative

_____
Date Signed by Authorized Representative

SECTION VI

PROPOSAL FORMS – CATASTROPHIC ATHLETICS SECTION VI

SECTION VI

PROPOSAL FORMS
CATASTROPHIC ATHLETICS INSURANCE
SCHOOL BOARD OF MIAMI-DADE COUNTY

AGENT/BROKER

Name: _____

Address: _____
_____
_____

Account Executive: _____

Telephone No.: _____
Facsimile No.: _____

INSURER

Name: _____

Address: _____
_____
_____

Telephone No.: _____
A. M. Best Rating _____

RATE/PREMIUM CALCULATION

Proposers must state their proposed annual premiums. Please indicate if premium is adjustable or auditable on any basis or if premium is flat. Premium must be guaranteed for a minimum of two years.

Total Annual Premium _____

Estimated Commissions _____

FORM OF COVERAGE

Please confirm that coverage shall be provided on a form that meets or exceeds the currently provided coverage. (The current policy, including endorsements, is included in Section VI, Exhibits, of this RFP.)

The proposed coverage form, including all endorsements or riders, that will be used must be provided as an attachment to the proposal.

STATEMENT OF EQUAL EMPLOYMENT POLICY

Each Proposer shall indicate within the space following, or as a separate attachment to this Proposal Form, their equal employment policy:

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

Describe below (attach additional pages as necessary) the extent of M/WBE participation included in this Response. Include:

A. Documentation evidencing M/WBE certification.

B. Scope of minority firm's work.

C. Experience of minority firm in the type of services required in this RFP.

D. Experience of minority firm's staff who will participate.

E. Estimate of actual revenues which will be received by the M/WBE firm.

F. Timing of such revenues.

See Section VI, Exhibit B, for M/WBE Certification Application, if applicable.

EMPLOYMENT BREAKDOWN

Each Broker should complete Section VI, Exhibit A.

DEVIATIONS FROM MODEL PROGRAM

Indicate whether your proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance. Proposers are reminded that preference will be given to proposals which fully comply with the provisions of the RFP.

	Will	Will Not
Compliance with Laws, Rules and Regulations	_____	_____
Irrevocability of Proposals	_____	_____
Waiver and/or Rejection of Proposals	_____	_____
Deviations from RFP	_____	_____
Non-Warranty of RFP	_____	_____
Method of Acceptance	_____	_____
Mandatory Recommendations	_____	_____
Attachment of Specimen Contracts and Policies	_____	_____
Conflict with Specimen Contracts or Policies	_____	_____
Term of Contract	_____	_____
Rate Guarantee	_____	_____
Sales of Allied Lines	_____	_____
Severability of Contracts	_____	_____
Full Transparency	_____	_____
Form of Coverage	_____	_____
Policy Period	_____	_____
Loss Statistics	_____	_____

ADDITIONAL COMENTS/DEVIATIONS FROM MODEL PROGRAM

If your proposal does not fully comply with any provision, explain fully in the space following (attach additional pages as necessary) the extent of non-compliance and the alternative provision proposed. (Please detail ALL deviations. Do not merely refer to attached specimen forms.)

PROPOSER'S WARRANTY

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

A. The undersigned is an authorized representative of the insurer(s);

B. The undersigned has been specifically authorized to present this proposal in full compliance with all the terms, coverages, endorsements, conditions and requirements, as set forth in this RFP, other than those deviations noted above;

C. The undersigned has been specifically authorized to present the premiums/costs and payment terms shown in this proposal;

D. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;

E. This proposal is not subject to any mandatory recommendations, other than those noted above;

F. If this proposal is accepted, the contract will be issued as proposed;

G. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none.]

_____

H. The undersigned certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same coverages or services, and is in all respects fair and without collusion or fraud. The undersigned agrees to a proposal by all conditions of this proposal, and certifies that the undersigned is authorized to sign this proposal for the proposer.

_____
Name of Firm

_____
Signature of Authorized Representative

_____
Title of Authorized Representative

_____