THE SCHOOL BOARD
OF
MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PROPOSALS

FOR

FLEXIBLE SPENDING ACCOUNT (FSA)
ADMINISTRATION SERVICES

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

PROPOSAL RETURN DATE: July 25, 2013 ***by 2:00 PM (EST)***

RFP NUMBER: 077-NN10

Release Date: June 20, 2013

Miami-Dade County Public Schools

School Board Members

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Dr. Marta Pérez
Ms. Raquel A. Regalado

Jude Bruno, Student Advisor

Superintendent of Schools

Mr. Alberto M. Carvalho

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SECTION I

INTRODUCTION

SECTION I:

INTRODUCTION

SCOPE OF REQUEST FOR PROPOSAL

This Request for Proposal (RFP) has been prepared to solicit proposers for the Flexible Spending Account (FSA) Administration Services.

The proposals will be used to determine the Proposer with whom the Board will directly negotiate and contract pursuant to Department of Education Rule 6A-1.012(15).

BACKGROUND

The current Third Party Administrator (TPA), FBMC Benefits Management (FBMC) has been providing this service over the past twenty years. The current FBMC TPA fee includes the FSA Administration. This RFP will carve out the administration of the FSA from the current TPA contract. The School Board is seeking a stand-alone FSA Administrative vendor that meets the minimum qualifications and is able to provide the services being sought.

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.

MINIMUM QUALIFICATIONS

In order to be considered, a proposer must, on the Proposal Return Date for receipt of proposals by the Board for this RFP, meet the following minimum qualifications: If the proposer is planning to outsource all of any part of the administration, the sub-contractor needs to meet the minimum qualifications as well.

- must have provided the FSA Administrative Services to one Florida School District at any time since 2008;
- must have provided FSA Administrative Services to one employer with more than 15,000 full-time employee since 2008;
- must have the capabilities to perform applicable nondiscrimination testing, if requested by M-DCPS.

PROPOSAL EVALUATION

Among the criteria in which the Board will consider in its evaluation of which Proposers, if any, to enter into negotiations are the following:

	Criterion
A.	**Demonstration of competency and experience:** For the purpose of evaluating competency and experience, the degree of relevant TPA experience with large employers and Florida School Districts will be a primary factor. The Board is especially interested in the competency and experience of the specific office and personnel that would be providing the services to the Board.
B.	**Projected Cost:** Including future cost guarantees. Preference will be given to proposals providing multiple year fee guarantees.
C.	**Ability to Provide Scope of Services:** The ability to provide the requested services as requested.
D.	Interviews and presentations if necessary
E.	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.
F.	Extent to which minorities and women are utilized in the Proposers' workforce.

SECTION II

GENERAL REQUIREMENTS AND INFORMATION

SECTION II

GENERAL REQUIREMENTS AND INFORMATION

PROPOSAL RETURN DATE, TIME AND LOCATION

Ten (10) sealed proposals [three (3) originals clearly marked plus three (3) paper copies] and four (4) electronic copies (CD's containing your proposal in its entirety in Microsoft Word format and all proposal attachments) must be received by the Board by 2:00 P.M. on July 25, 2013 at the location described below.

The School Board of Miami-Dade County, Florida
Bid 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 FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION SERVICES - RFP NUMBER #077-NN10 DUE: 2:00 P.M. July 25, 2013."**

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

M-DCPS assumes no responsibility or liability for costs you may incur in responding to this RFP, including attending meetings, site visits or negotiations.

QUESTIONNAIRE

When answering the questionnaire, please make sure to respond to all questions. Your responses must be returned both in hard copy and on CD.

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.

EFFECTIVE DATE AND TERM OF CONTRACT

The proposed effective date of the contract is January 1, 2014. 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 and 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.

CONTRACT

The Board will negotiate a contract with the successful proposer encompassing the terms of this RFP, creating measurable criteria for annual objective evaluation of proposers' performance and defining a rating system. The annual evaluation will be conducted by the School Board's consultant.

A. 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.

B. TERMINATION

1. 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.

2. 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.

C. CONTRACT-DOCUMENT PRIORITY

Your response to this RFP and any subsequent correspondence related to your proposal will become part of the contract. In the event of a discrepancy between the contract, the RFP and subsequent correspondence, and the proposals, the order of preference in the documents shall be as follows:

- The language in this contract
- Documentation regarding negotiations for the Agreement
- The language in the proposal; and
- The language in the RFP and any subsequent addenda

D. AUDIT REVIEW

- Before finalizing a contract with the successful proposer, the proposer will be requested to provide a SAS-70 or SSAE-16 audit review completed within the past three (3) years.

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.

TRANSFER OF RECORDS

If at some date in the future it becomes necessary to terminate the contract, the Proposer must agree to transfer to M-DCPS within fifteen (15) days of termination, all the data and records needed to administer the benefits at no additional cost.

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, via email to agomez@dadeschools.net and/or fax number 305-995-7170. Please submit all questions in writing by 3:00 p.m. on July 2, 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. Correspondence should clearly identify the RFP number you are referring to. Addendums, if issued, will be available at http://procurement.dadeschools.net/bidsol/ASP/undercone.asp.

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	**June 20, 2013**
Written questions due to M-DCPS	**July 2, 2013**
Proposals due	**July 25, 2013**
Ad-Hoc Committee Meetings, including Interviews (if needed)	**July/August 2013**
Recommended Board Action	**September 3, 2013**
Contract Effective Date	**January 1, 2014**

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 received proposals. Recommendations for the selection of Flexible Spending Account (FSA) Administration Services will be made to the Superintendent of Schools and the School Board. It is anticipated that final recommendations for the award of this RFP will be brought to the School Board meeting in September 3, 2013.

ROLE OF CONSULTANT

Aon Hewitt has been retained as independent Consultant for Employee Benefits. 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.

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 Operating Officer, School Operations
Associate Superintendent/ Chief Financial Officer, Financial Services
Risk and Benefits Officer, Office of Risk and Benefits Management
Treasurer, Office of Treasury Management
Chief Information Officer, Information Technology Services
ERP Director, Benefits, Office of Risk and Benefits Management
Employee Benefits Director, Office of Risk and Benefits Management

Additionally, the following representatives will serve as non-voting resource persons to the Ad-Hoc Committee:

Representative from: Board's Attorney's Office
Office of Procurement Management
Office of Economic Opportunity
Board's Employee Benefits Consultant

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.

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).

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 described below.

- Mold, fungus, or bacteria
- Silica, asbestos or lead
- Terrorism
- Sexual Molestation

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

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

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.

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 Proposer to address in its proposal each of the evaluation criteria including the minimum qualifications.

All timely proposals meeting the criteria of this RFP will be considered. However, Proposers 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.

EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY/WOMEN BUSINESS ENTERPRISE (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 federal and state 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 federal and state 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 PROPOSAL

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 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 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 ten (10) sealed proposals [three (3) originals clearly marked plus three (3) paper copies] and four (4) electronic copies (CD's containing your proposal in its entirety in Microsoft Word format and all proposal attachments).

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, Aon Hewitt or the Office of Risk and Benefits Management may contact a Proposer 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 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 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 0133.

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 C*** 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 to 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.

SECTION III

PURPOSE OF SOLICITATION

SECTION III:

PURPOSE OF SOLICITATION

INTENT OF REQUEST FOR PROPOSAL No. #077-NN10

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 a third party administrator, (hereinafter referred to as the "Administrator") for its Flexible Spending Account (FSA) administration.

ACCOUNT MANAGEMENT

Each Proposer should describe how they propose to provide adequate and responsive account management. Please indicate if the off-site management staff will be 100% dedicated to the M-DCPS account, and if key individual(s) are being proposed, their office location, or if individuals will be hired if you are awarded the contract.

M-DCPS SYSTEM APPLICATIONS

Effective November of 2011, M-DCPS became an active user of SAP's Payroll and Benefits modules. At this time, M-DCPS administration is in the process of developing revised procedures to account for the system change. It is anticipated that some described services will be amended to better account for the system change. Proposers are expected to anticipate changes to the described Scopes of Services in accord with the system change.

IMPLEMENTATION AND DATA EXCHANGE

Annual Open Enrollment and System Implementation Services will include:

- Coordinate with the FSA Administrator and implement enrollment exchange layouts, procedures and timelines for the administration of the Flexible Spending Account inbound and outbound interfaces as set forth by the District. The current files are:

  BN_OUT_2310 FSA Master Data File (Weekly)
  BN_OUT_2316 FSA Payroll File (Bi-weekly)
  BN_OUT-2314 Non-Discrimination File

- All Interface files must be retrieved and/or placed on the District's secure site.
- FSA Administrator will interface with M-DCPS SAP Team to develop implementation schedules as set forth by the District for data exchange during Open Enrollment for ongoing regularly scheduled electronic data interfaces including, but not limited to: eligibility, enrollment data, and data exchange.

FSA ENROLLMENT FILE

The School Board conducts an annual Open Enrollment that includes the FSA election. However, if the School Board is not able to conduct their annual Open Enrollment, the FSA Administrator must have the capability of providing an online enrollment where current FSA participants would indicate their contribution changes for the following plan year. In addition, the FSA Administrator must supply confirmation statements after and FSA ONLY open enrollment. The online enrollment may be offered to selected bargaining units or for the entire District, depending on negotiations.

The administrator creates and uploads FSA changes only enrollment files to the M-DCPS FTP site, in accordance with the data exchange schedule. Administrator must provide FSA monies owed due to lack of documentation for Debit Card transactions via file to M-DCPS.

PAY BACK PROCESS

As stated by Internal Revenue Service Section 125 and Revenue Ruling 2003-43, 2003-1 C.B. 935, claims that are identified as not qualifying for reimbursement because of lack of additional information or otherwise, are subject to certain correction procedures. The proposers must indicate in their response their process on handling pay back monies. The FSA Administrator must provide FSA monies owed due to lack of documentation for Debit Card transactions via file to M-DCPS.

REPORTING CODE REQUIREMENTS

All reporting statistics must be reported by employee status (active/terminated) and the following employee bargaining unit:

BU 0 unassigned
BU 1 Teachers – United Teachers of Dade (UTD)
BU 3 Office Employees – United Teachers of Dade (UTD)
BU 4 Bus Drivers, Custodians and Food Service – American Federation of State, County & Municipal Employees (AFSCME)
BU 5 Maintenance – Dade County School Maintenance Employee Committee (DCSMEC)
BU 6 Managerial Exempt Personnel/Confidential Exempt (MEP)
BU 7 Confidential Exempt Personnel (CEP)
BU 8 Administrators – Dade County School Administrators Association (DCSAA)
BU 9 Police – Fraternal Order of Police (FOP)

FSA ADMINISTRATION

Flexible Spending Accounts (FSA) administration includes:

- The Administrator updates the FSA system with claims payment and denial data on a daily basis as claims are received and distributes FSA payments or direct deposits within five (5) business days.
- Dependent Care FSA: payments are made to the extent that a sufficient balance exists in the employee's account.
- Medical Expense FSA: payments are made to the extent that the total of all payments during the plan year have not exceeded the annual contribution level selected by the employee during initial enrollment.
- The Administrator must send FSA participants a Quarterly FSA statement via electronic mail.
- The administrator shall provide data and reports as needed by M-DCPS on an agreed upon time frame at no additional cost.

The Administrator must maintain quality control processes to assure that all authorized claims requests have been properly selected for payment, that claims are being paid within the ten (10) business day limit, and that payments are being made in accordance with IRS guidelines governing the plan.

Some of the required auditing reports are as follows:

- The Administrator must provide M-DCPS staff annual forfeiture report and Quarterly Utilization Report for FSA participants with existing FSA balances.
- Medical Expense FSA: payments are made to the extent that the total of all payments during the plan year have not exceeded the annual contribution level selected by the employee during initial enrollment.

WEBSITE

The Administrator must provide a website which allows participants to easily access comprehensive details about their accounts. Examples of information that should be available to participants include, but are not limited to the following:

- FSA claims status information
- Debit Card transactions, including outstanding transactions
- Frequently Asked Questions (FAQs)
- Listing of Allowable Expenses
- Rx Pharmacy locator
- Rejection Codes definition
- In-network plan design for the current plan year for the date of service
- Ability to request Debit Cards for all eligible dependents
- If requested by M-DCPS, the Administrator will provide an online enrollment application providing employees the opportunity to make changes to their current lection or enroll in an account. This would have if the School Board is not able to conduct their annual Open Enrollment.

DEBIT CARD SERVICES

The Administrator must provide access to employee's FSA funds via a stored value card. All employees elect to participate in the card when enrolling for their FSA. The following is an outline of services related to this card:

- Debit cards are issued to all eligible employees and their dependents at no charge before the beginning of the plan year, and throughout the year for newly hired employees. Employee will be able to submit dependent information via the phone or through a web application. Card issuance includes instructions for using the card and a cardholder agreement. New cards are only issued to new participants not to everyone.
- Cards are loaded with the employees selected annual contribution amount at the beginning of the Plan Year, as well as for newly hired employee accounts.
- The debit cards will be provided at no additional cost.
- Debit cards will be disabled for employees not submitting additional documentation when needed for services paid with the debit card and will not be activated again for as long as the employee continuously participates in the FSA Account.

The Administrator must:

- Update the system with known co-payments for the healthcare, dental, and vision benefits offered by the School Board to permit auto-adjudication of claims. The Administrator auto-adjudicates known co-payments allowed by IRS Ruling 2003-43.
- Imports daily transaction files from the card processor to update the FSA claims system. The Administrator also imports a daily file including non-monetary information such as that needed to suspend/un-suspend cards.
- Imports a daily data file including financial adjustments.
- Assists employees with card transaction disputes.
- Process auto-substitution for employee's outstanding transactions allowed by IRS Ruling 2003-43.
- Provide the School Board with a monthly payback report.
- Produce and mail to the employee's home address a monthly payback notification letter.
- Suspend the debit card due to lack of document submission
- Work with the M-DCPS Staff to process payback through payroll for outstanding transactions.
- Must communicate all funding requirements on an annual basis after Open Enrollment is completed, and annual contributions for debit card participants are computed. Debit card payback through payroll refunds will be issued to the Administrator.

CORPORATE AND CLIENT ACCOUNTING

The Administrator must provide a plan accounting process as follows:

- Complete, double-entry accounting records are maintained for the employee Contributions.
- The Administrator governs a system of internal controls to reduce the potential for losses through fraud, negligence, incompetence, and/or inept systems.
- Checks received from the School Board are totaled and deposited, verified and posted.
- The Administrator verifies for accuracy, prints and mails provider and reimbursement account checks.
- The Administrator maintains trial balances, posts all entries to plan accounts for interest earnings, stop payments, and the issuance of surplus funds (forfeitures) no later than June 1st of the year following the plan year.
- The Administrator provides monthly bank reconciliations and trial balance reports.
- The Administrator provides the School Board with a complete plan surplus report.
- The Administrator must make their books and records available for audit by the School Board.

DISASTER RECOVERY PLAN

Proposer must include a detailed Disaster Recovery Plan to address M-DCPS in the event of a hurricane or other disaster.

ELIGIBILITY

The administrator must maintain updated employee status including, new hire and leave employee through weekly eligibility data files received from M-DCPS. Data files include all benefit eligible employees and contain current employment status information.

- The administrative system maintains data including: work location, employee status, employment dates, benefit end dates, pay frequencies, benefit terminations and other personnel data pertinent to the administration of Medical FSA, Dependent FSA, and Customer Service.
- M-DCPS will send termination enrollment files to administrator on a regular basis.

CONTRIBUTION RECONCILIATION

- The administrator must reconcile and balance benefit master files with M-DCPS payroll deduction files and produces exception reports.
- The administrator performs an annual reconciliation to include exception reports, research topics and resolution of all discrepancies. These results are then presented to M-DCPS.
- The administrator processes all payback through payroll deductions for the FSA Debit Card.

GENERAL CUSTOMER SERVICES

- The Administrator must maintain a toll-free Customer Service telephone line with hours that will allow Miami-Dade County Public Schools' employees to have access to the representatives, Monday through Friday, excluding holidays. The Administrator must also provide *bi-lingual* (English/Spanish) Customer Services. The Administrator must provide Saturday hours from 8 a.m. -3 p.m. EST, during open enrollment and subsequent enrollment appeal period. The majority of customer contacts are received via calls into the call center. The Administrator must strive to provide one point of contact to resolve all customers' issues; however in the instance where follow up is required to a customer inquiry, the representative will notate the participant's account as requiring a call back in the M-DCPS SAP system. Hours of operations are expected to be extended during open enrollment periods. Final hours of operation will be subject to negotiations.
- The Administrator will need to utilize their in-house call tracking system on occasion during the time period payroll is run (normally 4 hours).
- All call backs are required to be responded to within 24 hours. In the event additional time is required to resolve the issue, the customer will be called back within the first 24 hours to be advised of what actions are being taken to resolve their issue.
- Emails are responded to within two business days and the same actions are taken as noted above if research is required and additional time is needed outside of the standard 2 business days.
- Written correspondence is generally handled by a member of the customer service management team. If possible, telephone contact is made with the participant and a follow up written communication is provided to the participant. All forms requested are mailed within one business day of the request, in compliance with the created measurable criteria included in the contract. The Administrator must provide distribution services for the following forms: FSA Reimbursement Request Forms and other FSA forms
- The Administrator's Customer Service Representatives must document all incoming customer calls into the M-DCPS SAP system.
- The Administrator's Customer Service Representatives must document all incoming customer calls into the M-DCPS SAP system indicating if a call back is needed which will generate a report.
- The Administrator must generate a report of all the calls that required follow up within 1 business day.
- The Administrator must provide detailed reports of all calls and resolutions are provided to M-DCPS on a quarterly basis or as requested.
- The Administrator's Customer Service Representatives must be thoroughly trained on the enrollment process for the different employee groups.
- The Administrator must research all employee disputes or quality issues and responds to the customer within a 24 hour time period as required by the measurable criteria.
- The Customer Service Representative's role is to provide education and assist participants in accessing their contributions and to resolve any employee issues.
- Provide Debit Card support.

ANNUAL CUSTOMER SERVICE SATISFACTION SURVEY

The administrator must distribute a survey to a random 10% sampling of M-DCPS employees to determine their satisfaction with services provided. The administrator will assimilate, analyze and report responses in the annual report to M-DCPS.

ANNUAL REPORT ON SCOPE OF SERVICE

The administrator will provide an annual summary of the plan year results. The summary will include, but not limited to:

- FSA participation by bargaining unit
- A review of plan tax savings
- An overview of customer service data
- Total number of claims submitted, processed, not process due to lack of documentation,
- Total number of transactions with the Debit Card
- Total number of Debit Card transaction needing additional documentation
- Total number of quarterly notices mailed to employees reminding them of the "Use it or lose it" clause
- Total dollar amount of forfeitures
- Payback Report

COMMUNICATION MATERIAL- DEVELOPMENT AND PRODUCTION

The proposer must produce customized enrollment and educational materials for use during the Open Enrollment period and through the plan year. Materials are to be produced both electronically and in print when requested by the School Board.

A detailed review of all enrollment materials is coordinated with the School Board's Employee Benefits Director. Changes are indicated by use of strike through and underlines. Modifications to the materials, Internet enrollment screens and marketing materials are reviewed and approved by M-DCPS staff prior to production and distribution.

The Administrator produces and provides files in PDF format, of all requested enrollment materials to the Internet developer for posting on the Internet enrollment site and the M-DCPS web site.

The Administrator must provide a CD of all final enrollment materials for all groups to M-DCPS. Materials currently include the following:
Note: material list, quantity and form of delivery may changes to accommodate the client's needs.

For the Annual Open Enrollment, Full-Time Employees:

- Benefits Bulletin: Includes benefit educational information. Bulletins are collated by work location and distributed through M-DCPS school mail for Open Enrollment and quarterly throughout the plan year.
- Enrollment Announcement Poster: Announcing enrollment related information o Enrollment Benefit Poster: New plan year benefit education information

- FSA and Debit Card materials: Promotional and educational materials specific to the Debit Card. Additionally, quarterly mailing informing participants of account status and balances.
- Open Enrollment Online Notebook: In depth online benefit resource produced in an Interactive PDF format. A supply of printed copies of the notebooks is provided to M-DCPS staff and for enroller training. Includes information for current and new hire employees:
- Step-by-step information on how to enroll using the Internet enrollment Web site. M-DCPS will provide screen shots of SAP system.
- Enrollment Summary Guide Translations: The Administrator must produce translations of the enrollment and benefit information in Spanish and Creole. These materials are available in PDF for M-DCPS Web site posting and mailed to employees upon request.
- Miscellaneous Full-time Employee Materials currently include:

ANNUAL OPEN ENROLLMENT PLANNING AND EVALUATION

- The FSA administrator will participate in M-DCPS' planning meeting in Miami with M-DCPS and TPA staff.
- The meeting includes planning for all aspect of the enrollment process.
- The duration of the planning and evaluation meeting will be determined in concurrence with M-DCPS staff.
- The administrator must provide production, review, and material distribution.
- The administrator must provide M-DCPS staff with a written enrollment project plan after the final planning meeting related to the said scope.
- All costs for material development are the responsibility of the Administrator and are to be determined in the pricing process.

STANDARDS AND PRACTICES

For the FSA administered by the Administrator on behalf of the employer, the Administrator must provide the School Board with prototype (non-customized) plan documents for submission by the School Board to its legal counsel for approval and finalization. The administrative services provided to the School Board will comply with the operating guidelines contained in the plan documents. Distribution of the plan documents is the School Board's responsibility. The School Board provides the Administrator with a copy of the fully executed plan documents. Documents are as follows:

- IRS Section 125 Cafeteria Plan Document for the employer's Medical Expense FSA and/or Dependent Care FSA qualified benefit plans.
- IRS Section 105 Medical Expense FSA Plan Document.
- IRS Section 129 Dependent Care FSA Plan Document.
- In addition, the Administrator must review pertinent changes in applicable law and recommend amendments to the Plan Document(s) as necessary to ensure continued regulatory compliance.

- The Administrator monitors regulatory developments concerning the employee benefits.
- The Administrator must keep the School Board staff abreast of pertinent regulatory changes.
- The Administrator must have a compliance department that if needed would be able to provide the School Board with a legal opinion on the administration of the FSA Accounts.
- The Administrator will provide reminders before the closing of the current plan year funds informing employees of their time periods for submissions.

SECTION IV

QUESTIONNAIRE

SECTION IV:

QUESTIONNAIRE

Please answer all questions. Any questions to which you have responded "No" should be explained and submitted on the Deviation from RFP proposal form as outlined in Section II –Page 9, Deviations from RFP.

		Yes	No
Administrative Fees:			
1.	Is your administrative fee flat?		
2.	Is your administrative fee based on a per participant basis?		
3.	Please confirm you will provide a 3 year rate guarantee with an additional 2 year renewable contract.		
4.	Please confirm your fees do not include commissions.		
5.	Please confirm there are no additional fees for the administration of the debit card.		
Account Administration:			
1.	Please confirm claim substantiation is acceptable in all forms (email, mail, fax).		
2.	Please confirm you do not require a minimum dollar amount for a claim to be reimbursed.		
3.	Please confirm you will prepare the plan document and SPD.		
4.	Please confirm if you plan to sub-contract any portion of the administration to an outside company. The School Board reserves the right to approve any sub-contractor.		
5.	Please confirm the frequency claim disbursements are made (daily, weekly, etc.).		
6.	Please confirm claim reimbursement is available through both direct deposit and mail.		
7.	Please confirm what materials new enrollees receive.		
8.	Please confirm participant forms can be found on-line?		
9.	Please confirm both the debit cards and check reimbursements will be administered through one bank account.		
10.	Please confirm regulatory updates/changes are provided via email to the client.		
11.	Please confirm any changes the proposer makes to the administration of the plan will be presented to the client both during a conference call or a meeting and in writing at least 30 days prior to the effective date of the change.		
12.	Please confirm you will accept the District's inbound and outbound interface layout and schedules.		
13.	Please confirm compliance with all financial aspects of administering the FSA as outlined in the RFP		

SECTION V

PROPOSAL FORMS

SECTION V

PROPOSAL FORMS

PROPOSER'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: _____

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.

Name of Firm: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

Title of Authorized Representative _____

Date Signed by Authorized Representative _____

CLIENT REFERENCES

Proposers are requested to provide information regarding a minimum of two (2) references and a maximum of five (5) references. Please copy this page and repeat for each reference.

Name & Address of Account: _____
_____
_____
_____

Principal Contact and Title: _____
Telephone #: _____
Email: _____

Year proposer retained by account: _____

Date Services last performed for account: _____

Estimated # Active Employees: _____

Description of services provided.

_____
_____
_____
_____

Additional Comments: _____
_____
_____
_____

DEVIATIONS FROM RFP PROVISIONS/ QUESTIONNAIRE

If your proposal does not fully comply with any provision, condition or requirement in this RFP, explain fully (*attach and identify additional pages as necessary*) the alternative provision, condition or requirement proposed.

SECTION VI

EXHIBITS

EXHIBIT A

AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN

AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN

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

FM-4859 Rev. (02-01)

EXHIBIT B

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-managerial 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:

	OEO Use Only
SBE/MBE	
☐ Independently owned and operated business that is not dominant in its field of operation and is performing a commercially useful function.	☐ Submitted
☐ The business has its principal place of business in Miami-Dade County for at least a year preceding the application.	☐ Submitted
☐ 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.	☐ Submitted
☐ The **business** has an occupational license and all required professional licenses and/or contractor qualifier licenses.	☐ Submitted
☐ The **owner** of the business must have the required professional license(s) and contractor qualification license.	☐ Submitted

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.	☐ Submitted
☐ 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).	☐ Submitted
☐ 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.	☐ Submitted
☐ The **owner** of the business must have the required professional license(s) and contractor qualification license.	☐ Submitted
	☐ Submitted
REQUIRED SUPPORTING DOCUMENTS	
SBE/MBE	
☐ Copy of Florida driver license for all owners	☐ Submitted
☐ Copy of all owner's resumes	☐ Submitted
☐ Statement of all owner's duties within the business	☐ Submitted
☐ Copy of business occupational license/business tax receipt	☐ Submitted
☐ Copy of professional license (if applicable to business industry)	☐ Submitted
☐ Copy of corporate federal tax returns (recent three (3) years)	☐ Submitted
☐ Copy of bank signature card for business account or letter from bank stating all persons authorized to sign on the account.	☐ Submitted
☐ Proof of business structure (Articles of Incorporation, Stock Certificate, Corporation meeting minutes)	☐ Submitted
☐ Current lease Agreement, Purchase Agreement, or Copy of Warranty Deed to show ownership of property	☐ Submitted
M/WBE	
☐ Copy of full form birth certificate (must state parent's ethnicity) for each minority owner	☐ Submitted
☐ Copy of State of Florida Voter Registration card or Homestead Exemption for each owner	☐ Submitted
☐ Copy of United States Passport (for foreign born naturalized U.S. citizens)	☐ Submitted
☐ Copy of Naturalization Certificate (for foreign born naturalized U.S. citizens)	☐ Submitted
☐ Copy of Florida driver License for all owners	☐ Submitted
☐ Copy of all owner's resumes	☐ Submitted
☐ State of all owner's duties within the business	☐ Submitted
☐ Copy of business occupational license and business tax receipt	☐ Submitted
☐ Copy of Professional License (if applicable to business industry)	☐ Submitted
☐ Copy of corporate federal tax returns (recent three (3) years)	☐ Submitted
☐ Copy of Bank Signature Card for business account or letter from bank stating all persons authorized to sign on the account.	☐ Submitted
☐ Current lease Agreement, Purchase Agreement, or Copy of Warranty Deed to show ownership of property	☐ Submitted
ADDITIONAL REQUIRED SOLE PROPRIETORSHIPS DOCUMENTS	
☐ Copy of completed (signed and dated) Stock Certificates (cancelled and current)	☐ Submitted
☐ Copy of organizational meeting minutes (recent two (2) years)	☐ Submitted
☐ Copy of individual tax returns (recent three (3) years)	☐ Submitted
ADDITIONAL REQUIRED CORPORATION DOCUMENTS	
☐ Copy of Articles of Incorporation	☐ Submitted
☐ Copy of Corporate Bylaws	☐ Submitted
☐ Copy of completed (signed and dated) Stock Certificates (cancelled and current)	☐ Submitted
☐ Copy of organizational meeting minutes for more recent two (2) years	☐ Submitted
ADDITIONAL REQUIRED PARTNERSHIPS	
☐ Copy of signed Partnership Agreement	☐ Submitted

ADDITIONAL REQUIRED LIMITED LIABILITY COMPANY/CORPORATION

☐ Copy of Articles of Incorporation	☐ Submitted
☐ Copy of signed and dated Operating Agreement	☐ 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 C

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 #077-NN10 -Flexible Spending Account (FSA) Administrative Services Ombudsman

Anticipated Outcome of Contracted Services: To comply with RFP# 077-NN10, Section III, Purpose of Solicitation.

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 January, 2014, and shall complete performance to the satisfaction of the Agency no later than the 31 day of December, 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 Cone 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:

The School Board of Miami-Dade County, Florida
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.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the School Board):

_____
School Board Attorney - Signature Date

SUBMITTED BY:

_____
Charge Location Administrator Signature Date

_____
Regional Superintendent/Division Head Signature Date
(as applicable)

_____
Office of Grants Administration Signature Date
(if applicable)

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).

_____
Risk Management Signature Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____Signature
(Superintendent of Schools or Designee)

_____
(Name Typed)

Date: _____

VENDOR/CONTRACTOR

BY:_____
Signature

Name: _____
(Name Typed) (Title) (Date)

Address: _____
_____

Social Security No. (if individual) _____
F.E.I.N. (If organization) _____
School Board Employee: Yes ☐ No ☐
M-DCPS Employee No. _____

EXHIBIT D

M-DCPS FSA PARTICIPATION REPORT

MDCPS FSA Participation Report

Benefit Type	BU 1 & BU 3	BU 4	BU 5	BU 6	BU 65 CEP	BU 8	BU 9	TOTAL
Medical FSA	1,998	210	78	190	41	107	11	**2,635**
Dep. Care FSA	175	11	3	24	3	6	2	**224**
TOTAL	**2,173**	**221**	**81**	**214**	**44**	**113**	**13**	**2,859**

EXHIBIT E

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, 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

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: *(Include City State & Zip Code)*		
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:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*:_____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- 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. **Mark applicable box and attach support document(s).**
- 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

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20_____

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

My Commission Expires: _____

NOTARY SEAL

_____
COMPANY NAME

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)