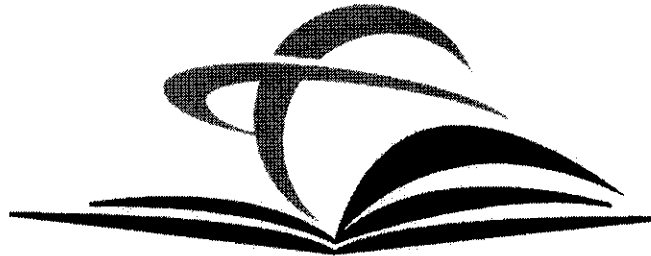


**THE SCHOOL BOARD
OF
MIAMI-DADE COUNTY, FLORIDA**



**Miami-Dade County
Public Schools**
giving our students the world

**REQUEST FOR PROPOSALS
FOR
FOOTBALL ACCIDENT INSURANCE**

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

PROPOSAL RETURN DATE: MARCH 18, 2003 by 2:00 PM (EST)

RFP NUMBER: 083-CC10

February 2003

Miami-Dade County Public Schools

School Board Members

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Mr. Merrett R. Stierheim



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SECTION I

INTRODUCTION

SECTION I

INTRODUCTION

SCOPE OF REQUEST FOR PROPOSALS

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

CURRENT PROGRAM

The Football Accident Insurance is currently provided by Life Insurance Company of North America.

DESCRIPTION OF OPERATIONS

Miami-Dade County Public Schools is the fourth largest school system in the United States. Regular enrollment is approximately 365,000 students with 19,000 teachers using more than 350 school facilities. Total full and part time employees number approximately 48,000.

ADDITIONAL INFORMATION

Additional information or clarification with respect to this RFP can be requested, in writing, until 2:00 p.m. on February 24, 2003 from:

Scott B. Clark, Risk & Benefits Officer
Office of Risk & Benefits Management
Miami-Dade County Public Schools
1500 Biscayne Blvd., #127
Miami, FL 33132
Fax: (305) 995-7170

If reasonably available and relevant, such additional information will be made available to all proposers by an addendum to the RFP.

ROLE OF CONSULTANT

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

ANALYSIS SCHEDULE

Proposals opened at the proposal opening on March 18, 2003 will be analyzed from a technical perspective by the School Board's Office of Risk & Benefits Management and the School Board's consultant, Siver Insurance Consultants. The technical analysis will be distributed to the Superintendent's Ad-Hoc Insurance Committee, pursuant to School Board Rule 6Gx13 - 3F-1.022, Professional Service Contracts for Insurance or Risk Management Programs - Policy, which consists of the following:

School Board Member
Chief Financial Officer
Chief Financial Officer - Designate
Associate Superintendent, School Operations
Administrative Director, Full Service Schools
Risk and Benefits Officer, Office of Risk & Benefits Management
Director, Business Development and Assistance

Resource Persons: School Board Attorney's Office
 School Board's Property/Casualty Insurance Consultant

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

SECTION II

GENERAL REQUIREMENTS

SECTION II

GENERAL REQUIREMENTS

PROPOSAL RETURN DATE

Sealed proposals (three originals plus three copies) will be received on behalf of the School Board of Miami-Dade County, Florida, by:

Proposal Clerk
Procurement and Materials Management, Room 352
School Board Administration Building
1450 NE Second Avenue
Miami, Florida 33132

until 2:00 p.m. on March 18, 2003. Proposals should be enclosed in envelopes provided by the School Board plainly marked on the outside as "PROPOSALS FOR FOOTBALL ACCIDENT INSURANCE" DUE: 2:00 p.m., March 18, 2003, RFP # 083-CC10." **NO PROPOSAL WILL BE CONSIDERED IF NOT SUBMITTED BY THE DEADLINE SPECIFIED.**

OBJECTIONS TO REQUEST FOR PROPOSALS

Objections to this RFP must be filed in writing, sent by certified mail, and must be received by the Office of Risk & Benefits Management of the School Board no later than 2:00 p.m. on February 24, 2003.

ADDENDA TO RFP

If any addenda are issued, a good faith attempt will be made to deliver a copy of each to all prospective proposers who picked up the RFP or were mailed an RFP by the Bureau of Procurement and Materials Management. However, PRIOR TO SUBMITTING THE PROPOSAL, IT SHALL BE THE RESPONSIBILITY OF EACH PROPOSER TO CONTACT THE Bureau of Procurement and Materials Management to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposals.

Addenda will be available at the School Board's website:

<http://procurement.dadeschools.net/bidsol.htm>

Proposers should either acknowledge receipt of such addenda on their proposal, or attach such addenda to their proposals. Otherwise, the proposal will be considered irregular.

MINIMUM INSURER QUALIFICATIONS

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

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

CLAIMS PAYMENT/POLICY SERVICE

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

Regardless of where the service office is located, the proposer must provide toll free telephone and facsimile service serving all of Miami-Dade County for the office. In addition, the office must have bilingual (English and Spanish) staff with the ability to provide full service to both English and Spanish speaking individuals.

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

SPORTS MEDICINE PROGRAM

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

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

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

HOLD HARMLESS/INDEMNIFICATION PROVISION

The successful proposer shall hold harmless, indemnify and defend the School Board of Miami-Dade County, Florida, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed thereunder, whether or not due to or caused by negligence of the School Board of Miami-Dade County, Florida, its members, officials, officers or employees, excluding only the sole negligence of the School Board of Miami-Dade County, Florida, its members, officials, officers and employees.

PROPOSER RESPONSIBLE FOR ADDRESSING CRITERIA

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

The Proposal Forms of this RFP are provided to solicit information that will be used in the application of the evaluation criteria to the proposal. However, some of the criteria may not be fully addressed or not addressed at all, in the Proposal Forms. In addition to completing the Proposal Forms, it is the sole responsibility of each proposer to address in its proposal each of the evaluation criteria including the minimum qualifications.

AFFIRMATIVE ACTION REQUIREMENTS AND M/WBE PARTICIPATION

A. Equal Employment Opportunity:

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic, or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability, and that merit principles will be followed.

Each firm shall be required to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its workforce. See Section IV, Exhibit A – Affirmative Action Employment Breakdown.

B. Minority/Women Business Enterprise (M/WBE) Participation:

The School Board of Miami-Dade County, Florida has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBEs. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the M/WBE's and its staff's experience in providing this type of service, all M/WBE's must be certified by the Division of Business Development and Assistance, prior to contract award. See Section IV, Exhibit B - M/WBE Certification Application.

C. Reports documenting efforts undertaken by the proposer to maintain the stipulated M/WBE participation will be submitted quarterly and shall include each M/WBE's name, contact person, and the payments thereto for the quarter. The reports shall be submitted to the Director, Division of Business Development and Assistance, 1450 N.E. Second Avenue, Room 456, Miami, Florida 33132.

COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

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

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

IRREVOCABILITY OF PROPOSALS

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

USE OF PROPOSAL FORMS

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

WAIVER AND/OR REJECTION OF PROPOSALS

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

NON-WARRANTY OF REQUEST FOR PROPOSAL

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

DEVIATIONS FROM RFP

The terms and conditions stipulated in this RFP are those desired and preference will be given to those proposals in full or substantial compliance with them. However, all timely proposals received will be considered. Proposers are cautioned that restrictive deviations from the RFP must be clearly stated on the Proposal Forms.

METHOD OF ACCEPTANCE

In consideration of the School Board's allowing the proposer to make a proposal (offer), the proposer agrees that a contract shall arise upon acceptance by the School Board of the proposal (offer), and that no communication of such acceptance shall be required. Notwithstanding the above, the School 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.

MANDATORY RECOMMENDATIONS

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

ATTACHMENT OF SPECIMEN CONTRACTS

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

CONFLICT WITH SPECIMEN CONTRACTS OR POLICIES

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

PUBLIC ENTITY CRIME

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

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

ESTIMATED ENROLLMENT

Proposers must base their proposals on the following estimated enrollment. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite enrollment mix.

2003/2004 School Year	4,000
2004 Spring Practice	2,500

Pursuant to School Board Rule 6Gx13-6A-1.161, INTERSCHOLASTIC ATHLETICS--SENIOR HIGH SCHOOL, all students participating in interscholastic football are required to purchase the Board-sponsored football insurance coverage. The intent of this rule is to assure maximum protection to the student athlete as well as eliminating any adverse selection for this product. Traditionally, this mandatory requirement has kept the program financially stable.

TERM OF CONTRACT

The School Board is seeking to award this contract for a three year term, with the option to renew for two additional one-year terms, by mutual agreement between the School Board and the awardee, assuming satisfactory service and pricing.

RATE GUARANTEE

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

PREMIUM ENVELOPE AND BROCHURE REQUIREMENTS

The successful proposer shall provide mailed validation cards to verify receipt of payment and a premium envelope which, after being sealed, shall show space for the name of the student, address, parent's or guardian's signature, name of school, amount

of premium and applicable data. The brochure that is part of or accompanies such envelope shall show the coverage provided (Football Accident), the name of the insurer and where (including the toll free telephone number) and how to file a claim. A complete description of the benefits shall accompany or be part of the brochure. Either separate English and Spanish brochures must be provided, or the English brochures must have Spanish translations on the brochure for all pertinent information.

The wording, "THIS IS A LIMITED POLICY AND THE CHARGES OUTLINED ARE THE MAXIMUM LIABILITY TO BE PAID BY THE COMPANY AND IN NO WAY ARE MEANT TO REFLECT THE TRUE VALUE OF TREATMENT." shall be included on the brochure in bold type.

PROOFS OF DISTRIBUTED MATERIALS REQUIRED

The successful proposer shall submit for written approval to the Office of Risk and Benefits Management, within 21 days following date of award, a sample copy of "proofs" of material intended for distribution through or to the schools. The successful proposer shall also submit an actual copy of any material intended for distribution to students or parents through the schools to the Office of Risk and Benefits Management at least two weeks prior to delivery to the schools.

SCHOOL BOARD NOT RESPONSIBLE FOR MINIMUM POLICIES OR COSTS

The School Board does not guarantee any minimum or total policies which will be sold or any total amount of premiums collected for the Football Accident Insurance.

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

SALES OF ALLIED LINES

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

SECTION III

MODEL PROGRAM FOR FOOTBALL ACCIDENT INSURANCE

SECTION III

MODEL PROGRAM FOR FOOTBALL ACCIDENT INSURANCE

PROVISIONS INCORPORATED BY REFERENCE

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

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

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

FORM OF COVERAGE

Coverage shall be provided on a form that meets or exceeds all of the provisions of the Pro Forma Policy starting on page III-4 of this Section III of the RFP. The form of coverage, including all endorsements or riders, that will be used must be provided as an attachment to the proposal.

POLICY PERIOD

August 1, 2003 (or the first day of practice in 2003, whichever is earlier) to August 1, 2006 (or the first day of practice in 2006, whichever is earlier).

LISTING OF INSURED STUDENTS

The successful proposer shall furnish three lists of insured students to the School Board within sixty (60) days of the collection dates (opening of schools). Two lists will be delivered to the Office of Risk and Benefits Management. Each list must include for each insured student, the name of the student, the premium paid for the student and the effective date of the coverage for the student. One list will be an alphabetical master list. The second list will be broken down by school and must be in alphabetical order within the school. The third list will be a duplicate of the second list, but will be distributed directly to the schools by the successful proposer, not the School Board.

LOSS STATISTICS

The successful proposer shall provide reports organized and summarized by coverage year for the Football Accident Insurance:

A. Individual Claim Details

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

1. School - for allocation purposes
2. Claimant's name
3. Coverage
 - a. Fall
 - b. Spring
4. Date of injury
5. Description of injury
6. Amount of claim paid to date
7. Reserve for future claim payments

B. Summaries

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

1. Total number of enrollees
 - a. Fall
 - b. Spring
2. Total premium collected for enrollees
3. Total number of closed claims by coverage
 - a. Fall
 - b. Spring
4. Total number of open claims by coverage
 - a. Fall
 - b. Spring
5. Total number of claims by coverage (3+4)
 - a. Fall
 - b. Spring
6. Total number of claims for all coverages
7. Total amount paid for closed claims by coverage
 - a. Fall
 - b. Spring
8. Total amount paid to date for open claims by coverage

- a. Fall
 - b. Spring
 - 9. Total amount reserved for open claims by coverage
 - a. Fall
 - b. Spring
 - 10. Total amount of incurred claims by coverage (7+8+9)
 - a. Fall
 - b. Spring
 - 11. Total amount of incurred claims all coverages combined
- C. Frequency of Reports - quarterly until all claims are closed or anytime at the request of the School Board.

HISTORICAL FOOTBALL ACCIDENT PREMIUMS & LOSSES

See Section IV, Exhibit C, for premium and loss data.

FOOTBALL ACCIDENT POLICY - PRO FORMA

POLICYHOLDER: The School Board of Miami-Dade County, Florida

POLICY NUMBER:

INSURER:

(Hereinafter referred to as Company)

EFFECTIVE DATE: _____, 2003

EXPIRATION DATE: _____, 2006

In consideration of the payment of premiums according to the terms contained here, this Policy is issued to the Policyholder named above.

The Company insures all members of the Eligible Class defined in the Premium Schedule of this Policy for whom the required premium has been paid against loss resulting directly and apart from all other causes, from accidental bodily injuries from and in the course of:

- (1) Participating as a member of an interscholastic high school football team of the Policyholder in a regularly scheduled practice or game, or:
- (2) Traveling directly to or from such game or practice under the supervision of proper authority of the Policyholder.

Injury must be sustained while this Policy is in force with respect to the Insured. Coverage is subject to the terms and provisions of this Policy. The Policy takes effect and terminates at 12:01 a.m. Eastern Standard Time, at the Policyholder's address, on the dates shown above.

THIS IS A LIMITED INTERSCHOLASTIC TACKLE FOOTBALL ACCIDENT POLICY. THE POLICY CONTAINS A DEDUCTIBLE PROVISION AND UTILIZATION REVIEW.

PREMIUM SCHEDULE: (per player or other eligible person)

- (1) Fall Try-out season, playing season, post season including spring practice \$
- (2) For a player who wishes coverage only for spring practice \$

Actual total premium shall be determined by a report of the number of players or other eligible persons to be insured by the Policyholder by the beginning of the fall season plus any additional persons added after the beginning of the fall season until the playoff season is over and the total number of players to be insured only for the spring practice season by the first day of that season plus any added between the first day and the last day of the season.

Eligible Class: Any player or student manager who is an active member of an interscholastic (varsity, junior varsity or 9th grade) football team shall be eligible to be insured and shall be covered when named on the team roster of the Policyholder and for whom a premium has been paid.

DEFINITIONS

Wherever used in this Policy:

Policyholder means the Policyholder as shown on the first page of this Policy.

Insured means any person of the Eligible Class defined in the Premium Schedule, under the supervision of the Policyholder, whom the Policyholder has named to the Company as insured, and for whom premiums have been paid.

Accident means a sudden, unexpected event, resulting in bodily injury, which was neither expected nor intended by the Insured.

Injury means bodily injury of an Insured: (1) which is caused by an accident covered under this Policy; and (2) which results in a covered loss, directly and apart from all other causes. All Injuries of an Insured sustained in any one accident, including all related conditions and recurrent symptoms of these Injuries, will be considered one Injury.

Physician means a licensed physician holding the degree of M.D., a licensed dentist holding the degree of D.D.S. or D.M.D., a licensed Osteopath holding the degree of D.O., a licensed Optometrist holding the degree of O.D., a licensed Podiatrist holding the degree of D.S.C. or D.P., or a licensed Chiropractor holding the degree of D.C.

Hospital means a licensed institution which is accredited by the Joint Commission on the Accreditation of Hospitals, The American Osteopathic Association or the Commission on the Accreditation of Rehabilitative Facilities, and which:

- 1) provides room and board and nursing care for its patients; and
- 2) has a staff with one or more Physicians available at all times; and
- 3) provides 24 hour Registered Nursing service; and
- 4) maintains on its premises all the facilities needed for the diagnosis and medical care and treatment of sickness or Injury.

Surgery means: (1) repair of lacerations requiring sutures; (2) reduction and casting of fractures and/or dislocations; and (3) any cutting operation.

Reduction means the procedure to restore a bone or bones to normal position.

Reasonable and Customary Charges are the fees and prices generally charged in the locality where services and/or supplies are provided. They do not include charges that would not have been made if no insurance existed.

Deductible means the amount of covered charges that the Insured must incur before benefits are payable.

Sound Natural Tooth means a healthy unrepaired tooth, or a tooth of which a major portion remains after restorative work. A sound natural tooth is not carious, abscessed or defective. It does not include artificial items, such as: (1) crowns or caps; (2) braces or bands; (3) jackets; (4) inlays; (5) bridges or

dentures; which were installed before date of Injury. Repair or replacement of these items is not covered.

Home Health Care Agency means an agency or organization that:

- 1) primarily provides skilled nursing and other therapeutic services;
- 2) has procedures set by professional personnel (including at least one Physician and Registered Nurse) governing services provided under the supervision of a Physician or Registered Nurse; and
- 3) is duly licensed under applicable law.

Medical Necessity or Medically Necessary means service or supplies which are determined to be:

- 1) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition; and
- 2) provided for the diagnosis or direct care and treatment of the medical condition; and
- 3) within the standards of good medical practice within the organized medical community; and
- 4) not primarily for the convenience of the Insured, the Insured's Physician or another Provider; and
- 5) the most appropriate supply or level of service which can safely be provided. For hospital stays, this means that acute care as an inpatient is necessary due to the kind of services the Insured is receiving or the severity of the Insured's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

Providers means Physicians, Hospitals or facilities providing medical care or services to the Insureds.

EFFECTIVE AND TERMINATION DATES OF INDIVIDUAL INSURANCE

Enrollees - Insureds may be enrolled at the beginning of and during the Fall playing season, or Spring practice season. Premium for each player and student manager to be covered, and a listing of them, will be provided to the Company by the Policyholder within 10 days of the start of each Fall or Spring practice.

EFFECTIVE DATES - Coverage is effective as of the date opposite the player's name listed by the school, and as of the date the premium is received by the school on the list of players to be insured, and furnished to the Company by the school.

TERMINATION - An Insured's coverage will continue:

- 1) while the player is authorized by the Policyholder as a participant in the Miami-Dade County High School Football program; and
- 2) while the player is a full-time student in the Miami-Dade County School System; and
- 3) until the close of the Fall season, including Spring practice and authorized post-season events, for those on the Fall list; and
- 4) until the close of the Spring practice for those on the Spring only list.

BENEFIT SCHEDULE

Accidental Death	\$ 1,000.00
Medical, surgical and hospital expenses	\$25,000.00
Non emergency surgery without 2nd surgical opinion is reduced by 50% after deductible.	
Non emergency services and or supplies without utilization review are reduced by 20% after deductible.	
Dental expenses (included in \$25,000 Max med)	\$ 500.00

DEDUCTIBLE: Medical, surgical, hospital and dental per accident. The greater of \$250.00 or the amount of benefits paid or payable from other insurance or benefit plans.

The \$250.00 deductible will be waived for:

- 1) Necessary out-patient surgery.
- 2) Out-patient laboratory and X-ray tests within 7 days prior to hospitalization.
- 3) Mandatory second surgical opinion for non emergency surgery; but payment will be excess over amount of benefits paid or payable by any other insurance or benefit plans.

EXCESS CLAUSE:

The benefits under this Policy shall not apply to any benefits that can or could be collected from any other insurance or plan including Champus-Champva, HMO, PPO, Auto PIP or Med Pay, any catastrophe type plan in case covered expenses exceed \$25,000.00, but shall not be excess to Medicaid. If such other insurance or benefit plan also carries a provision making it excess insurance or secondary payor, this Policy shall not pay in excess of 50% or the total allowable expenses covered in this Policy.

The maximum medical expenses collectible under this Policy shall be limited to an amount that, when combined with benefits collectible from any other insurance or plan (excluding Medicaid) shall not exceed the total necessary and reasonable expenses incurred and shall not exceed, on any claim, the benefit limits contained in this Policy.

BENEFITS**MEDICAL, SURGICAL, AND HOSPITAL EXPENSES**

If, within thirty (30) days from the date of a covered injury, a covered person, because of accidental bodily injury as defined shall, while under the care of a licensed physician or dentist, require treatment, the Company will pay the necessary and reasonable expenses actually incurred within one hundred four (104) weeks after the date of the accident, not to exceed, in the aggregate for each covered person, the amount stated in the benefit schedule as the result of any one accident and subject to the limits set forth in this Policy.

1) PHYSICIAN'S SERVICES - In the event of Injury not requiring Surgery, the Company will pay for visits, treatment and care of such Injury, including treatment at a walk-in emergency center, as follows:

- a) Physician's visits - Initial visit: \$45.00 Each subsequent visit (limited to one per day): \$40.00
 - b) Physiotherapy visits and manipulations - \$30.00 per visit, up to a maximum of 20 visits per accident.
- 2) SURGERY BENEFITS** - For injuries requiring Surgery, the Company will pay according to the fees shown in the 2001 Florida Workers' Compensation Reimbursement Manual, including all updates. For an operation not listed, payment will be consistent with scheduled amounts for comparable procedures.
- 3) X-RAYS** - For examinations and readings prescribed by a licensed physician, the Company will pay up to the maximums shown. For X-rays of areas of the body not listed, payment will be made using the listed amount for a comparable procedure:

X-ray of:	Maximum
a) Ankle, elbow, finger, foot, forearm, hand, nose, toe, wrist, chest, facial bones, femur, hip, humerus, ribs, knee, pelvis, shoulder, tibia, fibula, skull, sternum	\$75.00
b) Teeth: one tooth	\$15.00
full mouth	\$40.00

Post-reduction X-rays: One additional X-ray and reading subject to limitations of the Schedule, including reading, which will be payable up to the same maximum as shown above.

Cat Scan	\$375.00
MRI	\$750.00

4) HOSPITAL

- a) **INPATIENT (Including Nursing)** - Subject to a maximum amount of \$1,000 per calendar day for hospital and nursing charges combined, incurred in any calendar day, the necessary and reasonable hospital charges (including those for room and board and other services) and necessary and reasonable inpatient nursing services shall be paid. The \$1,000 limitation shall not apply to charges paid pursuant to items 1, 2, 3, 5, and 6 of this section.
- b) **OUT-PATIENT/EMERGENCY ROOM/AMBULATORY SURGICAL CENTERS** - Reasonable charges for necessary outpatient services are covered, except for services and fees already specified in items 1, 2, 3, 5, 6, and 7 of this section.

If an Insured requires rehabilitation for physical disability resulting from a covered injury, and incurs expenses for such rehabilitative treatment, care or services in a licensed hospital accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities, a claim will not be denied solely because such hospital is primarily of a rehabilitative nature and lacks major surgical facilities.

Treatment which:

- a) is done outside a Hospital as an alternative to inpatient care; and
- b) is medically necessary; and
- c) would be an inpatient Covered Expense; and
- d) is done by a health care provider who would be covered on an inpatient basis;

will be covered for reasonable and customary expenses, subject to the deductible, maximums, and any scheduled benefits which apply.

- 5) **DENTAL CARE** - If a covered Injury, apart from all other causes, requires treatment by a Dentist (D.D.S. or D.M.D.) beginning within 60 days from the date of the accident, the Company will pay actual expenses incurred within one hundred four (104) weeks from the date of the accident. Only sound, natural teeth are covered. Repair or replacement of artificial items (see definition of "Sound, natural tooth") installed before the date of Injury, are not covered.

The maximum payable for replacement or repair of any one tooth, including all services and materials, is \$100. The maximum dental allowance for any one Injury is \$500.

- 6) **AMBULANCE** - If, as the result of covered Injury, the Insured requires professional ambulance service, the maximum payable per trip is \$250.00.
- 7) **HOME HEALTH CARE** - Up to 40 non surgical follow-up visits per calendar year for nursing care, rehabilitative therapy, and medical supplies by a Home Health Agency. Service must begin within 7 days after a hospital stay or outpatient surgery. Care must be recommended by the treating Physician as medically necessary, and certified as such under the Utilization Review Program.

ACCIDENTAL DEATH BENEFIT

If the Insured dies in a covered accident, or if the Injury sustained causes death within 180 days following the accident, the Company will pay the Accidental Death Benefit shown in the Benefit Schedule. This benefit is in addition to any other benefit which becomes payable under this Policy.

EXCLUSIONS

The insurance under this Policy will not cover:

- 1) Any loss caused or contributed to, wholly or in part by:
 - a) declared or undeclared war or any act thereof, taking part in a riot or civil disorder;
 - b) suicide or attempted suicide;
 - c) hernia in any form;
 - d) infection, except as the direct result of a covered Injury;
 - e) sickness, disease or pathological fracture;
 - f) fainting, unless preceded by an accidental bodily Injury;
 - g) intoxication from alcohol or being under the influence of any narcotic unless taken on the advice and prescription of a Physician.
- 2) Replacement of eyeglasses, contact lenses, or prescriptions to replace them;
- 3) Cosmetic surgery except to correct disorders of normal bodily function;
- 4) Expenses incurred for services or supplies beyond 104 weeks after date of injury;
- 5) Dental expense unless first treatment is within 60 days of the date of accident; and treatment is needed because of covered Injury;
- 6) Services of a Physician or Nurse in the employ of the School Board;
- 7) Drug Store Prescriptions.

POLICY PROVISIONS

ENTIRE CONTRACT; CHANGES: This Policy including the endorsements and the attached papers, if any, makes up the entire contract of insurance. No change in this Policy shall be valid until approved by an Executive Officer of the Company and endorsed or attached to the Policy. No agent has authority to change this Policy or to waive any of its provisions.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished as required by this Policy. No such action shall be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its effective date, is in conflict with the laws of the State of Florida is hereby amended to meet the minimum requirements of such laws.

INSURED'S RIGHTS: An Insured will have the right to select his own Physician, Surgeon, and Hospital. The Physician-patient relationship will be maintained.

RECORDS MAINTAINED: The Policyholder shall maintain records of the Insureds, showing the essential particulars for each. The Company may examine such records at any time while the Policy is in force and for three years after or until all claims are settled if sooner.

CERTIFICATES: The Company will provide, for delivery through the Policyholder, Certificates for all Insureds stating:

- 1) the coverage to which the Insured is entitled;
- 2) to whom benefits will be paid;
- 3) the main Policy provisions affecting the Insured.

The Certificate is not part of this Policy, nor is it a contract between the Company and any Insured.

ERRORS AND OMISSIONS: If the Insured's name is omitted from listing sheets by the school authority, and premium was in fact paid, the Insured may be enrolled as of the date premium was paid. The school authority must confirm in writing. The Company may request a sworn affidavit.

EXTENSION OF BENEFITS

If this Policy terminates while an Insured is Totally Disabled, benefits will be extended for charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if the insurance had remained in force. These extended benefits are payable only for charges incurred:

- 1) for treatment of the specific covered Injury that caused Total Disability; and
- 2) while the person remains Totally Disabled; and
- 3) during the first 24 months following the occurrence of the covered Injury that caused Disability.

"Totally Disabled" means that a person is disabled due to injury and is:

- 1) under a Physician's care;
- 2) not able to do substantially all the normal activities of a person of like age and sex who is in good health; and
- 3) not able to do any work for pay. (This applies only if the person was actively employed immediately before he or she became disabled).

STANDARD CLAIM PROVISIONS

The Utilization Review Program is the recommended procedure for claims. These "standard" provisions are included here in recognition that special situations may arise.

NOTICE OF CLAIM: Written notice of a claim must be sent to the Company's Home Office or given to an authorized agent within:

- 1) 30 days after the date of the accident for which claim is made; or
- 2) as soon after that as reasonably possible.

Notice must give enough information to identify the Insured.

CLAIMS FORMS: The Company, upon receipt of a notice of claim, will send the claimant the forms to be used for filing proofs of loss. If the forms are not sent within 15 days, the claimant can meet the requirements as to proof of loss by submitting within the time fixed below, written proof of: (1) the occurrence; (2) the character; and (3) the extent of the loss for which claim is made.

PROOF OF LOSS: Written proof must be furnished to the Company or its authorized agent within 90 days after the date of loss. Failure to give proof within the time required shall not void or reduce any claim if it is not reasonably possible to give proof within such time; provided such proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, may proof be given later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Amounts payable under this Policy will be paid immediately on receipt of due written proof of loss.

CLAIMS; TO WHOM PAID: Benefits will be paid to the Insured. Loss-of-life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

If benefits are payable to the Insured's estate or a beneficiary who cannot execute a valid release, the Company can pay benefits up to \$3,000 to someone related to the Insured or beneficiary by blood or marriage who the Company considers to be entitled to the benefits. The Company will be discharged to the extent of any such payment made in good faith.

The Company may pay all or a portion of any indemnities provided for health care services to the provider, unless the Insured directs otherwise in writing by the time proofs of loss are filed. The Company cannot require that the services be rendered by a particular provider.

PHYSICAL EXAMINATION AND AUTOPSY: The Company, at its own expense, shall have the right and opportunity to have the Insured examined when and as often as it may reasonably require. It may also make an autopsy in case of death unless prohibited by law.

SPECIAL PROVISIONS

MANAGED CARE NETWORK:

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

CANCELLATION:

This Policy shall not be canceled by the Company or coverage restricted by the Company prior to the end of the second Policy year. Further, the Company may not effect cancellation, nonrenewal or restriction of coverage to be effective at any date other than the expiration of a Policy year. The Company shall give written notice to the School Board of Miami-Dade County, Florida, at least one

hundred twenty (120) days prior to any cancellation, nonrenewal or restriction of coverage. The written notice of any cancellation, nonrenewal or restriction of the Company's contractual obligation shall be delivered by certified mail to:

Risk and Benefits Officer
Office of Risk & Benefits Management
School Board of Miami-Dade County, Florida
1500 Biscayne Blvd., Suite 127
Miami, Florida 33132

Except with respect to applications postmarked prior to receipt of notice from the School Board, upon the receipt of the written request of the School Board of Miami-Dade County, Florida, the Company shall cease to offer the coverage provided by this contract.

RATE GUARANTEE/CHANGE:

The rates for this Policy shall be guaranteed for the first two Policy years after inception of the Policy. Further, the Company may not effect any increase in rates or other change in consideration to be effective at any date other than an annual renewal or anniversary date of the Policy. The Company shall give written notice to the School Board of Miami-Dade County, Florida, at least one hundred twenty (120) days prior to any such increase in rates or other change in consideration. Mere notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of this Policy, shall not constitute a valid notice. The written notice of any increase in rates or other change in consideration shall be delivered by certified mail to:

Risk and Benefits Officer - Office of Risk & Benefits Management
School Board of Miami-Dade County, Florida
1500 Biscayne Blvd., Suite 127
Miami, Florida 33132

PROHIBITION OF WARRANTY:

The Company acknowledges that the Policyholder has made a reasonable attempt to provide the Company with relevant rating and exposure data. The Company therefore waives any right of denial of coverage or voidance of this Policy based upon any expressed or implied warranty or representation (whether written or oral) that the rating and exposure data provided discloses all exposures or data known to exist.

Countersigned:

Secretary

President

SECTION IV

EXHIBITS



**AFFIRMATIVE ACTION
EMPLOYMENT BREAKDOWN**

FM-4859 Rev. (02-01)

EXHIBIT B



For office use only:

Date received: _____

Reviewer: _____

M/WBE Code: _____

Date Approved: _____

Vendor #: _____

M/WBE CERTIFICATION APPLICATION

(Please Print/Type)

Certification Category Requested: () African American () Woman
() Hispanic

1. _____
Business Name President's/Owner's Name

() ()
Telephone number Fax number E-Mail Address

Business street address

Business mailing address

2. LEGAL STRUCTURE: (Check one and indicate the date the business was established)

() Sole proprietor _____ Date () Joint Venture _____ Date

() Partnership _____ Date () Corporation _____ Date
Non-profit

() For Profit Corporation _____ Date

3. **CERTIFICATIONS:** Indicate if this business shares common officers, owners, directors or management personnel with another business that has received, been denied, or had its certification revoked as an MBE/DBE/WBE or SBA 8(a) Certified Contractor. Indicate the name of the certifying authority, as well as the date and type of determination (certification/denial/revocation).

<u>Agency Name</u>	<u>Determination</u>	<u>Date</u>

4. **OWNERSHIP:**

- a. Identify the proprietor, each partner, or stockholder by name, as well as his/her citizenship (c) or (r) residency status, gender, ethnic group, and percentage of ownership.

<u>Name</u>	<u>Owner/ shareholder</u>	<u>Resident or U.S. Citizen</u>	<u>Gender</u>	<u>Ethnicity</u>	<u>% Owned</u>	<u>Years Owned</u>

- b. If the business is a corporation, please indicate the following:

1. The number of shares authorized: _____
2. The number shares issued: _____
3. Are there any stock option agreements? Yes _____ No _____
If yes, please provide a copy of each agreement.

5. **OPERATIONAL CONTROL:** Provide the name, title, race/ethnicity, and gender of each individual (including owners and non-owners) with the primary responsibility for the following:

	<u>Name and title</u>	<u>Race/ethnicity/ gender</u>
a. Check signing	_____	_____
	_____	_____

	<u>Name and title</u>	<u>Race/ethnicity/ gender</u>
b. Payroll signing		
c. Signing, or 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. Marketing/sales		
k. Hiring and firing managerial employees		
l. Hiring and firing non-management employees		
m. Supervising field/ operations		
n. Supervising office personnel		

6. **PERSONNEL:** Identify the number of individuals, including owners, that are currently employed by the business in the following areas:

Please use the following to classify women/minority persons: AM-African American male, AF-African American female, HM-Hispanic male, HF-Hispanic female, WM-Non Hispanic White male, WF-Non Hispanic White female.

- a. Management _____
- b. Administrative/clerical _____
- c. Professional/technical _____
- d. Craftsperson/laborers _____

Total Number
of Employees

AM	AF	HM	HF	WM	WF

e. Provide a copy of the business affirmative action statement, if one is available.

7. **BUSINESS RELATIONSHIPS:** Provide the requested information for each of the following:

a. Bonding Company: _____

Address: _____

Agent name: _____ Phone number: (____) ____ - ____

Single Contract Limit: _____ Aggregate Limit: _____

b. Bank(s) Name(s): _____

Branch: _____

Contact person: _____ Phone number: (____) ____ - ____

Credit limit: _____

c. Identify the company's/creditors including banks and the amount of money owed to:

<u>Creditor</u>	<u>Loan Guarantor(s)</u>	<u>Address & telephone</u>	<u>Loan Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. Insurance company: _____

Type of insurance: _____ Insurance limits: _____

e. List the business' three largest contracts or jobs.

<u>Contract/job type</u>	<u>Contact person</u>	<u>Telephone number</u>	<u>Contract amount</u>	<u>Bonded (Yes/No)</u>
		() -		
		() -		
		() -		

8. **EQUIPMENT:** List the type and value of major equipment that is owned (O) or leased (L) by the business.

<u>Equipment</u>	<u>O/L</u>	<u>Value (\$ amount)</u>

9. **M/WBE JOINT VENTURE** - Joint ventures must provide a copy of the joint venture agreement.

M/WBE CERTIFICATION APPLICATION

AFFIDAVIT

STATE OF _____:
COUNTY OF _____, SS

I hereby declare and affirm that I am the _____ (Title)
of: _____ (Firm)

That I am duly authorized to execute the foregoing M/WBE Certification Application, and that the contents of said documents are complete, true and correct to the best of my knowledge and belief. I hereby certify that the documents include all material information necessary to identify the true and lawful owners of the subject business enterprise. Further, the undersigned is notified of their responsibility to submit an updated Minority/Woman Business Enterprise Certification Application whenever a change occurs in ownership, management or control of the company. Any M/WBE applicant, certified M/WBE principal(s) and all related parties, who misrepresents the status of any concern as an M/WBE, or is a party to such misrepresentation to obtain business or contracts with the School Board under the Business Development and Assistance Program, will be suspended from doing business with the School Board for fourteen (14) months.

(Corporate Seal), if appropriate

Minority/Woman Owner's Signature

On this _____ day of _____, 20____, personally appeared before me, the undersigned officer authorized to administer oaths: _____ 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

**M/WBE
Certification Check List**

Please attach copies, not originals, of all applicable items. Incomplete applications cannot be processed, and failure to submit the documents will delay or result in termination of the application process.

Please check if documents are attached:

1. ☐ M/WBE certifications from other public agencies.
2. ☐ M/WBE Certification Application Affidavit (Page 6 of Application).
3. ☐ Miami-Dade County Public Schools Vendor Application.
4. ☐ Lease/purchase agreement for the business' facilities.
5. ☐ Current professional/business license(s).
6. ☐ Proof of citizenship or permanent resident status.
7. ☐ Resumes for owners and key personnel.
8. ☐ Lease/purchase agreements for major business equipment.
9. ☐ Most current application for bonding, if applicable.
10. ☐ Management agreement(s).
11. ☐ Loan agreement(s) or promissory note(s).
12. ☐ Birth certificate, drivers license, passport or any other document which substantiates the ethnicity/race/gender of owners, officers and directors.

***If any of the aforementioned documents are not available, please provide a written notarized statement that information is not available.**

13. Sole Proprietor - Submit all of the above items, as applicable and the following:

- ☐ U.S. IRS 1040-C Schedule.
- ☐ Fictitious name affidavit, if applicable.

14. Partnerships - Submit all of the above items, and the following:

- ☐ Partnership agreement(s).
- ☐ U.S. IRS 1065, with schedules.
- ☐ Profit sharing agreements.

15. Corporations - Submit all of the above items, and the following:

- ☐ Articles of Incorporation, with amendments.
- ☐ By-Laws, with amendments.
- ☐ The most current U.S. IRS Corporate Tax Return 11 20 or 1 120s, with all schedules.
- ☐ All issued and canceled stock certificates (front & back).
- ☐ Minutes of the first shareholders' meeting.
- ☐ Minutes of the first board of directors' meeting.
- ☐ Minutes of meetings at which the current board of directors and officers were elected or appointed.
- ☐ Stock transfer ledger.
- ☐ Most current annual report filed with the Secretary of State.
- ☐ Profit sharing agreement(s).
- ☐ Agreements affecting management, control or rights of any stockholder(s).

16. ☐ Joint venture agreement(s).

17. ☐ Certificate(s) of insurance.

18. ☐ Sub-contractual agreement(s).

NOTE: If after filing this application, there is any significant change in the information submitted herein, you must inform the Division of Business Development and Assistance of the change, or the company may be denied certification.

Certified companies must inform the Division of Business Development and Assistance of any changes in the information contained herein, which formed the basis of certification. Failure to do so may result in denial , revocation or suspension of certification.

COMPLETE APPLICATION, INCLUDING VENDOR APPLICATION AND CATEGORY OF GOODS AND SERVICES LIST, SHOULD BE RETURNED TO:

**MIAMI-DADE COUNTY PUBLIC SCHOOLS
DIVISION OF BUSINESS DEVELOPMENT AND ASSISTANCE
1450 N.E. 2ND AVENUE, ROOM 456
MIAMI, FL 33132**

EXHIBIT C
**MIAMI-DADE COUNTY PUBLIC SCHOOLS – FOOTBALL ACCIDENT
 INSURANCE PROGRAM**

Claims Information:

School Year	Insurance Company	Premium	Claims
1995/96	Manulife	Not available	Not available
1996/97	Manulife	\$294,870.00	\$328,549.28
1997/98	American Bankers	\$399,051.00	\$318,414.20
1998/99	American Bankers	\$382,554.00	\$256,328.40
1999/2000	American Bankers	\$394,941.00	\$284,524.50
2000/01	Legion	\$393,675.00	\$374,554.61
2001/02	Legion	\$368,775.00	\$213,036.38 Paid \$75,000 Reserve \$288,036.38 Total
2002/2003	Life Ins Company of North America	\$379,170.00	\$79,395.24 as of 12/31/02 \$250,000.00 Reserves \$329,395.24 Projected

SECTION V
PROPOSAL FORMS

SECTION V

PROPOSAL FORMS

SECTION V

FOOTBALL ACCIDENT INSURANCE

PROPOSAL FORMS

SCHOOL BOARD OF MIAMI-DADE COUNTY

AGENT/BROKER

Name: _____

Address _____

Account Executive: _____

Telephone No.: _____

Facsimile No.: _____

INSURER

Name: _____

Address: _____

Telephone No.: _____

A.M Best's Rating: _____

CLAIMS ADMINISTRATION

Address from which _____

administration _____

services will be _____

provided: _____

RATE/PREMIUM CALCULATION

Proposers must base their proposals on the enrollment shown. Variation in actual enrollment must not affect the rates proposed, i.e., the proposal must be valid despite enrollment mix.

In the event of a discrepancy in computing the Estimated Annual Premiums, the Rate bid shall govern.

	<u>Rate</u>	x	<u>Estimated Enrollment</u>	=	<u>Estimated Annual</u>
Premium					
2003/04 School Year (Try-Outs, Fall Season, Post Season)	_____		<u>4,000</u>		_____
2004 Spring Practice Only	_____		<u>2,500</u>		_____
Total Estimated Premium					_____

STATEMENT OF EQUAL EMPLOYMENT POLICY

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

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

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

- A. Documentation evidencing M/WBE certification.
- B. Scope of minority firm's work.
- C. Experience of minority firm in the type of services required in this RFP.

- D. Experience of minority firm's staff who will participate.
- E. Estimate of actual revenues which will be received by the M/WBE firm.
- F. Timing of such revenues.

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

EMPLOYMENT BREAKDOWN

Each Broker should complete Section IV, Exhibit A.

DEVIATIONS FROM MODEL PROGRAM

Indicate whether your proposal will or will not comply with the RFP with respect to the provisions set forth below. The absence of any notation will be presumed to indicate full compliance.

Proposers are reminded that, unless there are no proposals which fully comply with the provisions of the RFP (including, but not by way of limitation, the Model Program), only those proposals that fully comply with the RFP will be considered for evaluation.

	<u>Will</u>	<u>Will Not</u>
Claims Payment/Service Office	_____	_____
Sports Medicine Program	_____	_____
Hold Harmless/Indemnification Provision	_____	_____
Compliance with Laws, Rules and Regulations	_____	_____
Five Year Term With Right to Extend	_____	_____
Rate Guarantee	_____	_____
Premium Envelope and Brochure Requirements	_____	_____
Proofs of Distributed Materials Required	_____	_____
School Board Not Responsible for Minimum Policies or Costs	_____	_____
Sales of Allied Lines	_____	_____
Policy Period	_____	_____
Listing of Insured Students	_____	_____
Loss Statistics	_____	_____
Utilization Review Services	_____	_____
Pro Forma Policy		
Declarations, Etc. (All of Page 1 of 13)	_____	_____
Definitions	_____	_____
Effective and Termination Dates of Ind. Ins.	_____	_____
Benefit Schedule	_____	_____
Benefits	_____	_____
Accidental Death Benefit	_____	_____
Exclusions	_____	_____
Policy Provisions	_____	_____
Extension of Benefits	_____	_____
Standard Claim Provisions	_____	_____
Utilization Review Program	_____	_____
The Program	_____	_____
Special Provisions	_____	_____

Additional Comments/Deviation from Model Program

If your proposal does not fully comply with any provision, explain fully in the space following (attach additional pages as necessary) the extent of non-compliance and the alternative provision proposed.

CHECKLIST OF MATERIAL TO BE INCLUDED

Each of the three originals and three copies of your proposal should include, but not necessarily be limited to, the following:

- A. Completed and properly signed Proposal Forms.
- B. If any addenda are issued, a copy of the addenda or acknowledgment of receipt of the addenda.
- C. Completed Affirmative Action Employment Breakdown found in Section IV (Exhibit A).
- D. With respect to any M/WBE participation:
 - 1. The certificate in force with the Miami-Dade County Public Schools, or
 - 2. A properly completed copy of the M/WBE certification application found in Section IV (Exhibit B) of this RFP with all required documentation.
- E. Complete copy of policy form or contract, including all endorsements and/or riders that will be applicable.

PROPOSER'S WARRANTY

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

- A. The undersigned is an authorized representative of the insurer(s);
- B. The undersigned has been specifically authorized to present this proposal in full compliance with all the terms, coverages, endorsements, conditions and requirements, as set forth in this RFP, other than those deviations noted above;
- C. The undersigned has been specifically authorized to present the premiums/costs and payment terms shown in this proposal;
- D. The undersigned has carefully reviewed all the materials and data provided on the firm's proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
- E. This proposal is not subject to any mandatory recommendations, other than those noted above;
- F. If this proposal is accepted, the contract will be issued as proposed;
- G. The undersigned acknowledges receipt of the entire RFP and the following addenda [indicate addenda numbers or, if applicable, none.]

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

Name of Firm

Signature of Authorized Representative

Title of Authorized Representative

Date Signed by Authorized Representative

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 Educational 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 sex 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.

School Board Rules 6Gx13- 4A-1.01, 6Gx13- 4A-1.32, and 6Gx13- 5D-1.10 prohibit harassment and/or discrimination against a student or an employee 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, pregnancy, or disability.

Veterans are provided re-employment rights in accordance with P. L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

REVISED 8/1/01