THE SCHOOL BOARD
OF
MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PROPOSALS

FOR

MEDICAL CONSULTING SERVICES AND HEALTH PLAN OMBUDSMAN

WEBSITE: ***http://procurement.dadeschools.net/bidsol.htm***

PROPOSAL RETURN DATE: July 15, 2008 ***by 2:00 PM (EST)***

RFP NUMBER: 087-HH10

June 2008

Miami-Dade County Public Schools

School Board Members

Mr. Agustin J. Barrera, Chair
Ms. Perla Tabares Hantman, Vice Chair
Mr. Renier Diaz de la Portilla
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Dr. Solomon C. Stinson

Mr. Adam Wexelbaum, Student Advisor

Superintendent of Schools
Rudolph F. Crew, Ed.D.

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SECTION I

INTRODUCTION

SECTION I:

INTRODUCTION

Description of Operations

Miami-Dade County Public Schools is the fourth largest school system in the United States. Regular enrollment is approximately 338,790 students with 24,789 teachers using more than 362 school facilities. Total full and part time employees number approximately 56,292.

Additional Information

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 of the Office of Risk and Benefits Management at Miami-Dade County Public Schools, at the address and/or fax number provided below. Please submit all questions in writing by 2:00 p.m. on July 1, 2008 to:

Scott B. Clark, Risk and Benefits Officer
Office of Risk & Benefits Management
Miami-Dade County Public Schools
1500 Biscayne Blvd., #127-B
Miami, FL 33132
Fax: (305) 995-7170
Email c/o Jorge L. Davila: jdavila@dadeschools.net

If reasonably available and relevant, such additional information will be made available to all proposers by an addendum to the RFP. Addendums, if issued, will be available at http://procurement.dadeschools.net/bidsol.htm.

ROLE OF CONSULTANT

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

Analysis Schedule

Proposals opened at the bid opening on July 15, 2008 will be analyzed from a technical perspective by the Board's Office of Risk & Benefits Management and the Board's Employee Benefits Consultant, Deloitte Consulting. The technical analysis will be distributed to the Superintendent's Ad-Hoc Insurance Committee, pursuant to Board Rule 6Gx13 - 3F-1.022, Professional Service Contracts for Insurance or Risk Management Programs Policy, which consists of the following:

Chief Financial Officer
Assistant Superintendent, Human Resources, Recruitment and Performance Management

Risk and Benefits Officer
Assistant Superintendent, Office of Professional Standards
Workers' Compensation Supervisor, Risk Management
Administrative Director, Personnel Support Programs

Resource Persons: Board Attorney's Office
Business Development and Assistance
Board's Employee Benefits Consultant

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

TIMETABLE

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

Task	Timeframe
M-DCPS releases RFP to vendors	**June 19, 2008**
Written questions due to M-DCPS	**July 1, 2008**
Proposals due	**July 15, 2008**
Recommended Board Action	**August 4, 2008**

SECTION II

GENERAL REQUIREMENTS

SECTION II:

GENERAL REQUIREMENTS

Proposal Return Date, Time and Location

Sealed proposals including three (3) originals and three (3) copies will be received on behalf of the School Board by Procurement and Materials Management, no later than 2:00 P.M. on July 15, 2008. Proposals received after the specified time will not be considered. All proposals, either mailed or hand delivered will be received at:

The School Board of Miami-Dade County, Florida
Procurement and Materials Management
1450 N.E. Second Avenue, Room #352
Miami, FL 33132

Proposals must be labeled on the outside envelope as follows:

Medical Consulting Services and Health Plan Ombudsman
RFP 087-HH10
Due: July 15, 2008

Proposers are requested to send one additional copy to the following address. This copy will not be considered as an original proposal, and will not be considered as meeting the specific time and place requirements for the sealed proposals that are specified above.

John Erb, Senior Manager
Deloitte Consulting
200 South Biscayne Boulevard
Suite 400
Miami, Fl 33131

Objections to Request For Proposal

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 Board no later than 4:00 p.m. on July 15, 2008.

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 PROCUREMENT AND MATERIALS MANAGEMENT to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

Addenda will be available at the Board's website:

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

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

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 proposals 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.

Proposal Evaluation

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

* the qualifications of the professional(s) who will advise the Board in these matters
* the availability of the professional(s) to serve in this capacity during regular business hours on a year-round basis
* the ability, through appropriate staffing and process, to deliver the required services in a timely manner
* the absence of any conflict of interest with any medical provider, insurance carrier health plan, or law firm
* the ability and willingness of the professional(s) to consult specialty physicians or other resources in matters beyond the capabilities of the professional
* appropriate indemnification of the Board against liabilities arising from professional liability
* the projected cost of the services
* Reference check outcome

Affirmative Action Requirements and M/WBE Participation

A. 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 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 III, 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 it's 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 III, Exhibit B - M/WBE Certification Application.

C. Quarterly 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 Florida Department of Insurance) that may be applicable. Failure or inability on the part of the Proposer to comply with such laws, rules and regulations (including failure to obtain Florida Department of Insurance approval for filings) shall not relieve the Proposer from its obligation to honor its proposal and to perform completely in accordance with such proposal.

Irrevocability of Proposals

In consideration of the 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 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 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 Proposals

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.

Cone Of Silence

Respondents are precluded from contacting individuals who will be participating in the RFP evaluation and selection. No communication is to be conducted with Board Members or evaluators in advance of the final selection. However, Siver or the Office of Risk and Benefits Management may contact a Proposer for additional information, clarification, or negotiation. Based on Board Rule 6Gx13-8C-1.212, Cone of Silence, the full definition is as follows:

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

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

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

The Cone of Silence shall not apply to communication with the School Board Attorney or his or her staff, or with designated school district staff who are not serving on the particular Procurement Committee, to obtain clarification or information concerning the subject solicitation. For purposes of this section, "vendor's representative" means an employee,

partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

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

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

D. Nothing contained herein shall prohibit any potential vendor or vendor's representative: 6Gx13- 8C-1.212

1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;

2. from engaging in contract negotiations during any duly noticed public meeting;

3. from making a public presentation to the School Board during any duly noticed public meeting; or

4. from communicating in writing with any school district employee or official for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

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

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

F. Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or

bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.

Public Entity Crime

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

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

Indemnification and Insurance

The Proposer(s) hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments fines, suits, demands, investigations, proceedings, judgements, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels(wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) The Proposer's directors, officers employees, agents subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the Proposer(s) (c) False or inaccurate representation or warranty made by or on behalf of the Proposer(s), and (d) any act or omission, negligence, or intentional acts of the Proposer(s), or any of the Proposer's directors officers, employees agents, subcontractors or other representatives.

Prior to commencing work under this Contract, the Proposer shall obtain and maintain without interruption the insurance as outlined below. The Proposer agrees to furnish a fully completed certificate of insurance 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:

1. Medical malpractice and/or Professional liability insurance in an amount not less than $1 million per occurrence and $3 million in aggregate.
2. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statutes.

Termination Endorsement

The successful Proposer shall give written notice to the School Board at least one hundred eighty (180) days prior to cancellation, non-renewal or restriction of contractual obligations.

Authorized Signature

The signature on the Proposal must be that of an Officer or other duly authorized employee of the individual or company making the proposal. This manual signature shall pertain to the entire proposal. The three (3) original Proposals submitted shall contain an original signature.

SECTION III

PURPOSE OF SOLICITATION

SECTION III:

PURPOSE OF SOLICITATION

Intent of Request For Proposals No. 087-HH10

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

Purpose of Solicitation

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

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

Current Program

Currently, the School Board receives advice on these issues from its current medical consultant, Concentra Medical Services Inc, and its Ombudsman, Dr. Albert T. Lojko, M.D., but also utilizes consulting firms, insurance carriers and adjusters, legal counsel and other individuals and organizations. The School Board desires to continue the use of a Florida-licensed physician with clinical experience who will work closely with these groups as well aswith the School Board

staff. The School Board's Office of Risk and Benefits Management will serve as the point of contact for the physician advisor and for those staff members seeking their services.

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

Period of Contract

An initial 3-year contract is requested, with the option to renew for (2) additional one-year terms, by mutual agreement between the School Board and the awardee(s), assuming satisfactory service and pricing. Terms, conditions and rates proposed must be binding for the duration of the contract. It is anticipated that the Board will approve this contract at its August 4, 2008 meeting at which time the contract would become effective.

SECTION IV

QUESTIONNAIRE

SECTION IV:

QUESTIONNAIRE

Please provide written answers to the following questions:

1) Provide a description of the qualifications of the individual or organization that would provide medical advisory services to the School Board and its staff. Be specific as to physician's name, education, licensure and clinical experience. Include a photocopy of the applicable professional's current Florida medical license.

2) Describe the facilities that will be used to support the services required of the professional, i.e., office space, ancillary personnel, phone and fax capabilities.

3) Describe how you or your organization plans to deliver/perform the specific services required by this RFP.

4) Describe your experience in those areas in which the School Board would seek your advice, i.e., ADA, Workers' Compensation, EEOC, Safety, etc.

5) Provide list of references including contact name and phone number for whom similar services have been provided.

6) Provide a biography for all key personnel who would assist in providing advisory services, including other physicians who would provide coverage during your absence.

7) Outline you approach to an all-inclusive compensation scheme for your services, i.e., hourly charge, monthly retainer, etc. Provide a list of all fess, expenses, and charges to be reimbursed, including hourly fee for each physician, photocopying, facsimile, telephone, postage, etc.

8) Describe your current Professional Liability insurance coverage. Are you willing to indemnify (hold harmless) the School Board regarding any judgment of errors and omissions against you and your staff?

9) Describe, in detail, any formal or informal arrangements that you or your organization have with any insurance carriers, consulting firms, insurance agents or brokers or managed care organizations. Please specify any potential conflicts of interest between your role as the School Board's professional advisor and any of the above individuals or organizations.

10) Provide the names and qualifications of any specialty physicians that you would consult for problems requiring specific practical knowledge outside of your areas of expertise.

11) Describe your sources of information related to the medico-legal issues that you will be investigating as the professional advisor to the School Board.

SECTION V

EXHIBITS

Proposer's Warranty

The School Board of Miami-Dade County, Florida
Proposer's Warranty

The undersigned person by his/her signature affixed hereon warrants that:

a) He/she is an Officer or other duly authorized employee of the Proposer

b) He/she has been specifically authorized to execute a contract in full compliance with all requirements, and conditions, as set forth in this submission.

c) If this proposal is accepted, the ensuing contract will be executed in conformance with the RFP and the Proposal.

Name of Company _____

Signature of Officer _____

Typed Name of Officer _____

Typed Title of Officer _____

Officer's Telephone Number _____

Typed Name of Proposer _____

Address of Proposer _____

Telephone Number of the Proposer _____

Fax Number of the Proposer _____

FEIN Number of the Proposer _____

Social Security Number of the Proposer _____

Date _____

The School Board of Miami-Dade County, Florida
Affirmative Action Employment Breakdown

Miami-Dade County Public Schools
giving our students the world

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)

The School Board of Miami-Dade County, Florida
M/WBE Certification Application

Miami-Dade County Public Schools
giving our students the world

For office use only:

Date received: _____
M/WBE code: _____
Date approved: _____
Approved by: _____
Vendor no.: _____

M/WBE CERTIFICATION APPLICATION

(Please type or print)

1. GENERAL BUSINESS INFORMATION

_____
Business Name

_____
Business Street Address

_____
Business Mailing Address

_____
Telephone Number Fax Number E-mail Address

2. LEGAL STRUCTURE: (See page 5 for definitions)

( ) Sole Proprietor _____ Date established

( ) Partnership _____ Date established

( ) For-Profit Corporation _____ Date established

( ) Joint Venture _____ Date established

( ) Nonprofit Corporation _____ Date established

Certification Category requested:

( ) African American ( ) Hispanic ( ) Woman

3. PERSONNEL:

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 and identify the number of individuals, including owners, that are currently employed by the business in the following areas:

	Total number of employees	AM	AF	HM	HF	WF
Management						
Administrative/Clerical						
Professional/Technical						
Craftsperson/Laborers						

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

Please submit the following documents with your application, based on your company's legal structure.

Corporation: (See page 5 for definition)
1. Articles of Incorporation
2. Corporate By-laws
3. US Tax Return Form 1120/1120s, with schedules
4. Proof of Citizenship or Residency
5. Resume of Owners and Key Personnel
6. Birth Certificate or Drivers License
7. Corporate Bank Resolution/Bank Signature Card
8. Proof of Insurance (Bonding if applicable)
9. Lease agreement
10. All Business/Professional/Licenses
11. Vendor Application and Jessica Lunsford Act
12. Stock Certificate with Transfer Ledger
13. Loan Agreement(s) or Promissory Note

Sole Proprietor: (See page 5 for definition)
1. Fictitious Name Affidavit (see page 4)
2. U.S. Tax Return Form 1040-C
3. Items 4 through 11 from the above list

Partnership: (See page 5 for definition)
1. Partnership Agreement
2. U.S. Tax Return Form 1065, with Schedules
3. Profit Sharing Agreements
4. Items through 13 from the above list (if applicable)

Limited Liability Company: (See page 5 for definition)
Operating agreement (if applicable)
U.S. Tax Return (as appropriate)

4. CERTIFICATION

Indicate if the 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 agency or authority, as well as the date and type of determination (certification/denial/revocation).

Agency: _____

_____

_____

Determination: _____

Date: _____

_____

_____

5. OWNERSHIP:

a. Identify the owner, each partner, or stockholder by name, as well as his/her (C) citizenship or (R) residency status, gender, ethnicity, and percentage of ownership.

Name	Owner Shareholder	Resident or US Citizen	Gender	Ethnicity	%Owned

b. Indicate the following if the business is a corporation: Number of shares authorized:_____ Shares issued:_____

c. Is/Are there a stock option agreement? Yes _____ No _____ If yes provide a copy of each agreement.

6. 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:

	Name and title	Race/Ethnicity/Gender
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		
n. Identify the Officers and Directors of the company		

Directors _____

_____

_____

Officers _____

_____

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

a. Bonding Company: _____ Agent Name: _____

Phone Number: (____) _____ Single Contract: _____ Aggregate: _____

b. Banks Name(s): _____ Branch: _____

Contact Person: _____ Phone Number: (____) _____ Credit limit: _____

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

Creditor	Loan Guarantor(s)	Address & Telephone	Loan Amount

d. Insurance Company: _____

Type of Insurance: _____

Limits: _____

8. BUSINESS ACTIVITY:

List the business' three largest contracts or jobs.

Contract/ Job Type	Owner	Contact Person	Telephone Number	Contract Amount	Bonded Yes/No

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

Equipment	O/L	Value ($ amount)

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

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 forms the basis of certification. Failure to do so may result in denial, revocation or suspension of certification. Joint Ventures will be considered and recommended by the Construction Contract Review committee (CCRC) on a project by project basis. Joint Venture agreements will be reviewed by the Division of Business Development and Assistance prior to award, to establish that Minority/Women Business Enterprises are sharing in the profits, risks, and management of the joint venture commensurate with their ownership.

M/WBE CERTIFICATION APPLICATION

AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

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 document(s) 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 misrepresent the status of any concern as a 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

Key words definitions:

Corporation

A Corporation is a legal entity, created by statute (i.e., the state) with all the rights, privileges and responsibilities of a natural person; possessing the attributes of limited liability, centralized management, continuity of life and free transferability of interest.

For-Profit Corporation

A for-profit corporation is a corporation created for the purpose of conducting business in the widest sense of the term. In Florida, such a corporation may be organized generally under Chapter 607, Florida Statutes, but may take on special attributes as prescribed by other subservient chapters.

Nonprofit Corporation

A nonprofit or not-for-profit corporation is a corporation normally thought of as one created for religious, charitable, educational or eleemosynary purposes that is generally formed under Chapter 617, Florida Statutes. However, the terms non profit or not-for-profit, as a type of corporation, do not preclude these entities from engaging in a profit making situation. In fact a nonprofit corporation is not necessarily a charitable corporation or one that is tax exempt. They are corporations that may not distribute their income to a member, director or officer other than as provided by law.

Partnership

An unincorporated organization with two or more members is generally classified as a partnership for federal tax purposes if its members carry on a trade, business, financial operation, or venture and divide its profits. However, a joint undertaking merely to share expenses is not a partnership. For example, co-ownership of property maintained and rented or leased is not a partnership unless the co-owners provide services to the tenants.

Limited Liability Company/Corporation

A Limited Liability Company (LLC) is an entity formed under state law by filing articles of organization as a LLC. Unlike a partnership, none of the members of a LLC are personally liable for its debts. A LLC may be classified for federal income tax purposes as either a partnership, a corporation, or an entity disregarded as an entity separate from its owner by applying the rules in section 301.770-3 of the IRS code.

Sole Proprietorship

A sole proprietorship is an unincorporated business that is owned by one individual. It is the simplest form of business organization to start and maintain. The business has no existence apart from you, the owner. Its liabilities are your personal liabilities. You undertake the risks of the business for all assets owned, whether used in the business or personally owned.

Fictitious Name

A Fictitious Name Registration is required of individuals who do business under any name other than their legal personal name or a property registered corporate name, partnership, trademark, or Limited Liability Company.

Joint Venture

A Joint Venture (JV) is an entity formed between two or more parties to undertake economic entity together. The parties agree to create a new entity by both contributing equity, and they then share in the revenues, expenses, and control of the enterprise. The venture can be for a specific project only, or a continuing business relationship. The joint venture refers to the purpose of the entity and not to the type of the entity. Therefore, a joint venture may be a corporation, limited liability company, partnership or other legal structure, depending on a number of considerations such as tax and tort liability.

You can also download applications on our website at: ***www.dadeschools.net/mwbe***

RETURN COMPLETE APPLICATION AND SUPPORTING DOCUMENTS TO:
MIAMI-DADE COUNTY PUBLIC SCHOOLS
DIVISION OF BUSINESS DEVELOPMENT AND ASSISTANCE
1500 BISCAYNE BOULEVARD, SUITE 128
MIAMI, FL 33132

The School Board of Miami-Dade County, Florida, adheres to a policy of nondiscrimination in employment and educational programs/activities and programs/activities receiving Federal financial assistance from the Department of Education, 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 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 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 5/9/03