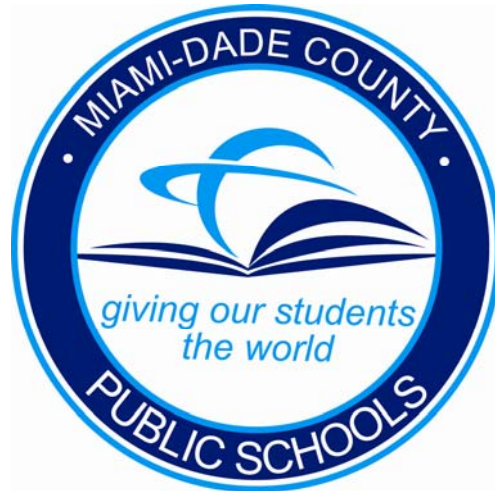


**THE SCHOOL BOARD  
OF  
MIAMI-DADE COUNTY, FLORIDA**



**REQUEST FOR INFORMATION  
FOR  
SELF INSURED CLAIMS ADMINISTRATION PROGRAM:  
TRANSLATION, TRANSPORTATION,  
SURVEILLANCE & INVESTIGATION,  
MEDICARE SET-ASIDE, AND  
COURT REPORTING**

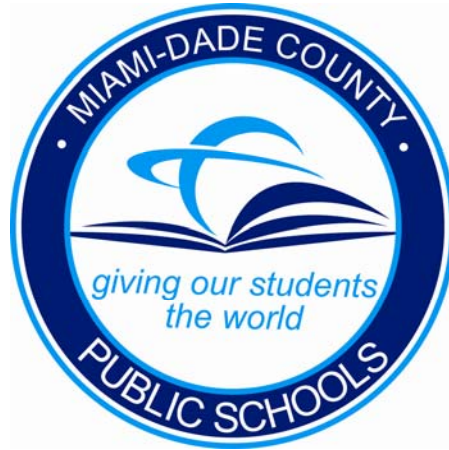
***WEBSITE: <http://procurement.dadeschools.net/bidsol.htm>***

**PROPOSAL RETURN DATE: APRIL 29, 2008 @ 2:00 P.M.**

**RFI NUMBER: 090-GG10**

**MARCH 2008**

# Miami-Dade County Public Schools



## **School Board Members**

**Agustin J. Barrera, Chair**  
**Perla Tabares Hantman, Vice Chair**  
**Renier Diaz de la Portilla**  
**Evelyn Langlieb Greer**  
**Dr. Wilbert "Tee" Holloway**  
**Dr. Martin Karp**  
**Ana Rivas Logan**  
**Dr. Marta Pérez**  
**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**

**SCOPE OF REQUEST FOR INFORMATION**

This Request for Information (hereinafter this RFI) has been prepared to solicit proposals for the following Self Insured Claims Administration Program services:

- Translation,
- Transportation,
- Surveillance & Investigation,
- Medicare Set-Aside, and
- Court Reporting Services

for the School Board of Miami-Dade County, Florida (hereinafter the Board).

The proposals will be used to determine those proposers with whom the Board will directly negotiate and contract pursuant to Department of Education Rule 6A-1.012(11). It is anticipated that the Board will negotiate and contract with more than one vendor for each service category.

**SEPARATION AND DISTRIBUTION**

This RFI has been designed for transmittal as a complete document to all interested parties. It is recommended that it not be separated, but that it be reproduced in its entirety as additional distribution might dictate.

**SEVERABILITY OF CONTRACTS**

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

**ADHERENCE TO REQUESTED SERVICES**

All timely proposals meeting the minimum criteria set forth in Minimum Qualifications for the service category of this RFI will be considered. However, proposers are cautioned to clearly indicate deviations from the requested services on the applicable Proposal Form. The terms and conditions contained herein are those desired by the Board, and preference will be given to those proposals in full or substantially full compliance with the requested services.

**DESCRIPTION OF OPERATIONS**

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

The Board self insures its workers' compensation, general and automobile liability. The self insurance program has been in place for over twenty years. The Board contracts with Gallagher Bassett Services, Inc. to administer the claims within the self-insurance program.

**QUESTIONS/ OBJECTIONS/ ADDITIONAL INFORMATION**

Questions, requests for additional information and/or objections concerning the RFP or its attachments can be directed to Mr. Scott B. Clark, Risk and Benefits Officer of the Office of Risk and Benefits Management at Miami-Dade County Public Schools, at the address and/or fax number provided below. Please submit all questions in writing by 2:00 p.m. on April 9, 2008 from:

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](mailto:jdavila@dadeschools.net)

If reasonably available and relevant, such additional information will be made available to all proposers by an addendum to the RFI. Correspondence should clearly identify the bid number you are referring to.



**TERM OF AGREEMENT**

It is anticipated that the Board will enter into agreements with successful proposers for initial terms of thirty-six (36) months with the Board having options to renew the agreements for two (2) additional periods of one (1) year each. The Board desires that the initial service fees be guaranteed for a minimum of three (3) years, subject to annual negotiation thereafter.

The agreements between the successful proposers and the Board will be non-exclusive.

**ROLE OF CONSULTANT**

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

**ANALYSIS SCHEDULE**

Proposals opened at the bid opening on April 29, 2008 will be analyzed from a technical perspective by the Board's Office of Risk and Benefits Management and the Board's consultant, Siver Insurance Consultants. The technical analysis will be distributed to the Superintendent's Review Committee, pursuant to Board Rule 6Gx13 - 3F-1.022, Professional Service Contracts for Insurance or Risk Management Programs Policy, which consists of the representatives from the following areas:

Chief Financial Officer, Business Operations  
Risk and Benefits Officer, Office of Risk and Benefits Management  
Administrative Director, Personnel Support Programs  
Supervisor, Workers' Compensation, Office of Risk and Benefits Management  
Director, Miami-Dade County Risk Management Division, GSA

Resource Persons: Representative, Board Attorney's Office  
Representative, Office of Procurement Management  
Director, MWBE & Related Services  
Representative, Board Property/Casualty Insurance 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 RFI.

**TIMETABLE**

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

<b><u>Task</u></b>	<b><u>Timeframe</u></b>
M-DCPS releases RFI to vendors	<b>March 13, 2008</b>
Pre-Bid Conference	<b>March 27, 2008</b>
Written questions due to M-DCPS	<b>April 9, 2008</b>
Proposals due	<b>April 29, 2008</b>
Recommended Board Action	<b>July/August 2008</b>

**PRE-BID CONFERENCE**

A pre-bid conference will be held on March 27, 2008 at 3:00 PM at The School Board Administration Building (SBAB) Auditorium, 1450 N.E. 2<sup>nd</sup> Avenue, Miami, Florida 33132. Pre-Bid Conference attendance by the bidder or his qualified representative is recommended. Questions regarding the RFI will be addressed at the Pre-Bid Conference.

**SECTION II**

**GENERAL REQUIREMENTS**

**SECTION II**

**GENERAL REQUIREMENTS**

**PROPOSAL SUBMISSION**

Your proposal must clearly indicate the name of the responding organization, as well as the name, address, and telephone number of the primary contact at your organization for this proposal. Your proposal must include the contact name for local service and account management which M-DCPS may contact directly.

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

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

until **2:00 p.m. on April 29, 2008**. Proposals should be enclosed in envelopes provided by the Board plainly marked on the outside as "PROPOSALS FOR SELF INSURED CLAIMS ADMINISTRATION PROGRAM DUE: 2:00 p.m., April 29, 2008, Proposal Number RFI 090-GG10". **NO PROPOSAL WILL BE CONSIDERED IF NOT SUBMITTED BY THE DEADLINE SPECIFIED.**

**PROPOSAL WITHDRAWAL**

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

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

**ADDENDA TO RFI**

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 RFI or were mailed an RFI by the Bureau of Procurement and Materials Management. However, **PRIOR TO SUBMITTING THE PROPOSAL, IT SHALL BE THE RESPONSIBILITY OF EACH PROPOSER TO CHECK THE WEBSITE AT**

<http://procurement.dadeschools.net/bidsol.htm> to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

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 RFI and, accordingly, should structure their proposal in a manner to properly address each of the evaluation criteria.

The Proposal Forms of this RFI are provided to solicit information which 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 which the Board will consider in its evaluation of which proposers, if any, to enter into negotiations are the following:

- A. Demonstration of competency and experience. For the purpose of evaluating competency and experience, the degree of relevant experience of the proposer, including other Florida government self insured programs will be a primary factor. Other relevant experience which indicate the scope of services, experience and resources available from proposer with respect to the services sought by the Board will also be considered.

Proposers are requested to provide information regarding a minimum of two (2) references and a maximum of five (5) references.

The Board is especially interested in the competency and experience of the specific office and personnel that would be providing the services to the Board.

- B. Projected Cost, including future cost guarantees. Preference will be given to proposals providing multiple year fee guarantees.

- C. Extent to which the Proposer is willing and able to provide all of the services sought.
- D. Extent to which minority and women business enterprises or individuals will participate in the providing of services. Proposers are strongly encouraged to seek out minorities and women business enterprises, including the formation of joint ventures and subcontracting.
- E. Extent to which minorities and women are utilized in the proposers' workforce.

**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 work force. See 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 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/WBEs name, contact person, and the payments thereto for the quarter. The reports shall be submitted to the Director,

Division of Business Development and Assistance, 1500 Biscayne Boulevard, Suite 128, Miami, Florida 33132.

**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 the service would incept, if accepted by the Board.

**USE OF PROPOSAL FORMS**

Proposers 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 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 interest.

**NON-WARRANTY OF REQUEST FOR INFORMATION**

Due care and diligence has been exercised in the preparation of this RFI, 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 Board and its representatives and consultants shall not be responsible for any error or omission in this RFI, or for the failure on the part of the proposers to determine the full extent of the exposures.

**DEVIATIONS FROM RFI**

The contract terms and conditions stipulated in this RFI 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 RFI must be clearly stated on the Proposal Forms.

**AUTHORIZED SIGNATURE**

The signature on the Proposer’s Warranty Form must be that of a duly authorized Officer of the company making the proposal. This manual signature shall pertain to the entire proposal. We have requested that each Proposer submit three (3) originals and three (3) copies of each of their proposals. **All six submissions must contain an original signature (in blue ink) on the Proposer’s Warranty Form.**

M-DCPS expects to enter into a written Agreement (the “Agreement”) with the chosen Proposer. This Agreement shall incorporate this RFI and the Proposer’s proposal. The anticipated terms and conditions of the Agreement are set forth in this RFI and the accepted proposal; however, M-DCPS may include additional terms and conditions in the Agreement as deemed necessary. The chosen Proposer should be prepared to commence providing the required goods or services to M-DCPS upon the signing of the Agreement.

**METHOD OF ACCEPTANCE**

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

**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.

**PAYMENT TERMS**

Unless indicated to the contrary on the Proposal Form, payment shall not be due until delivery of reports/services to the satisfaction of the Board and full compliance with the proposal offered and accepted by the Board.

**ATTACHMENT OF SPECIMEN CONTRACTS**

All Proposers should submit, as part of their proposal, a complete specimen copy of any contract, including copies of all forms and endorsements to which the Board will be a party, if the 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 RFI 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 RFI, and the proposer expressly agrees to reform said contract or policy to the extent inconsistent in a restrictive manner from the RFI. That is, submission of a specimen copy shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFI or a broadening of terms and conditions to the benefit of the Board beyond that required by the RFI.

## **CONE OF SILENCE**

Respondents are precluded from contacting individuals who will be participating in the RFP evaluation and selection. No communication is to be conducted with Board Members or evaluators in advance of the final selection. However, Siver Insurance Consultants or the Office of Risk and Benefits Management may contact a 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:
  - 1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  - 2. from engaging in contract negotiations during any duly noticed public meeting;
  - 3. from making a public presentation to the School Board during any duly noticed public meeting; or
  - 4. from communicating in writing with any school district employee or official (including representatives of Siver) for purposes of seeking clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.

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

- E. Nothing contained herein shall prohibit the Procurement Committee's representative from initiating contact with a potential vendor or vendor's representative and subsequent communication related thereto for the purposes of obtaining further clarifying information regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Committee, including any response thereto.
- F. **Any violation of this rule shall be investigated by the School Board's Inspector General and may result in any recommendation for award, or any RFP award, or bid award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.**

**PUBLIC ENTITY CRIME**

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

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

**SECTION III**  
**TRANSLATION SERVICES**

**SECTION III**  
**TRANSLATION SERVICES**

**BACKGROUND**

Over the past year, the Board had 66 different workers' compensation claims which required some sort of translation services. Approximately \$19,000 was paid for this service to over ten different vendors.

**SPECIFIC SERVICES TO BE PROVIDED**

Services will be on an as-needed basis to assist in the handling of third party and workers compensation claims.

Translation services typically include the following:

- Attendance at medical appointments
- Attendance at legal mediations or other meetings
- Attendance at court hearings
- Document translation, including medical records

The most commonly needed languages are Spanish and Haitian, however, needs will be determined based upon the specific claims for which services are required.

Proposers should address the following in their proposals;

- Experience and certifications (medical and legal) of translators
- Language availability
- Professional association memberships
- Privacy policy regarding services provided

**TERM OF AGREEMENT**

It is anticipated that the Board will enter into agreements with successful proposers for initial terms of thirty-six (36) months with the Board having options to renew the agreements for two (2) additional periods of one (1) year each. The Board desires that the initial service fees be guaranteed for a minimum of three (3) years, subject to annual negotiation thereafter.

The agreements between the successful proposers and the Board will be non-exclusive.

**MINIMUM QUALIFICATIONS**

Demonstrated Experience – Please provide details regarding two references for whom translation services have been provided in the past three years.

**FULL TRANSPARENCY**

The Board requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, administrator, lobbyist, or other third party must be identified in the proposal and throughout the term of the agreement.

**INSURANCE REQUIREMENTS**

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

- a. Commercial General Liability Insurance in an amount not less than \$500,000 per occurrence and \$500,000 aggregate for bodily injury and property damage.
- b. Workers' Compensation Insurance for all employees of the proposer.
- c. Professional Liability in an amount not less than \$500,000 per claim/annual aggregate. **All translators must be covered by professional liability insurance.**

The Board and its members, officers, employees, and agent shall be named as an additional insured on the Commercial General Liability Insurance on a form no more restrictive than the Insurance Services Office form CG 20 10. Also, additional insured coverage for the board and its members, officers, employees, and agent shall be primary and non-contributory.

**INDEMNIFICATION**

The proposer shall hold harmless, indemnify and defend the indemnitees against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of this agreement by or on behalf of the proposer, excluding only the sole negligence or culpability of the indemnitees. (The following shall be deemed to be indemnitees: The School

Board of Miami-Dade County, Florida and its members, officers, employees, and agent.)

**SECTION IV**

**TRANSPORTATION SERVICES**



## **SECTION IV**

### **TRANSPORTATION SERVICES**

#### **BACKGROUND**

Over the past year, the Board had 329 different workers' compensation claims which required some sort of transportation services. Approximately \$338,739.28 was paid for this service to over ten different vendors.

#### **SPECIFIC SERVICES TO BE PROVIDED**

Services will be on an as-needed basis to assist in the handling of third party and workers compensation claims.

Transportation services typically include the following:

- Non-Emergency Ambulatory transportation to/from work and medical appointments
- Non-Emergency Wheelchair transportation to/from work and medical appointments

Proposers should address the following in their proposals:

- Are services subcontracted or provided by employees?
- Are vehicles owned by proposer or by employees?
- Description of MVR and background checks of all drivers – how frequently are checks done?
- Description of average wait times for injured workers
- Age and Type of vehicles used
- Do vehicles include logo of proposer? Do drivers wear uniforms?
- Does your firm provide bi-lingual drivers (Spanish speaking)
- Geographic Range of Services
- Professional Association memberships
- Fuel surcharges

#### **TERM OF AGREEMENT**

It is anticipated that the Board will enter into agreements with successful proposers for initial terms of thirty-six (36) months with the Board having options to renew the agreements for two (2) additional periods of one (1) year each. The Board desires that the initial service fees be guaranteed for a minimum of three (3) years, subject to annual negotiation thereafter.

The agreements between the successful proposers and the Board will be non-exclusive.

### **MINIMUM QUALIFICATIONS**

Demonstrated Experience – Please provide details regarding two references for whom transportation services have been provided in the past three years in Miami Dade County.

### **FULL TRANSPARENCY**

The Board requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, administrator, lobbyist, or other third party must be identified in the proposal and throughout the term of the agreement.

### **INSURANCE REQUIREMENTS**

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

- a. Commercial General Liability Insurance in an amount not less than \$500,000 per occurrence and \$500,000 aggregate for bodily injury and property damage.
- b. Workers' Compensation Insurance for all employees of the proposer.
- c. Automobile Liability in an amount not less than \$1,000,000 per occurrence. **Automobile Liability coverage must apply on a primary basis to all vehicles which will provide services for the School Board.**

The Board and its members, officers, employees, and agent shall be named as an additional insured on the Commercial General Liability Insurance on a form no more restrictive than the Insurance Services Office form CG 20 10. Also, additional insured coverage for the board and its members, officers, employees, and agent shall be primary and non-contributory.

**INDEMNIFICATION**

The proposer shall hold harmless, indemnify and defend the indemnitees against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of this agreement by or on behalf of the proposer, excluding only the sole negligence or culpability of the indemnitees. (The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers, employees, and agent.)

**SECTION V**

**SURVEILLANCE & INVESTIGATION SERVICES**

**SECTION V**

**SURVEILLANCE & INVESTIGATION SERVICES**

**BACKGROUND**

Over the past year, the Board had over 100 different workers' compensation claims which required some sort of surveillance or investigation services. While not common, these services are occasionally used in relation to third party liability claims, in addition to workers' compensation claims. Approximately \$75,000 was paid for these services during calendar year 2007 to over seven different vendors.

**SPECIFIC SERVICES TO BE PROVIDED**

Services will be on an as-needed basis to assist in the handling of third party and workers compensation claims.

Surveillance and Investigation services typically include the following:

- Background Checks
- Video surveillance and activity checks
- Employment verification

Proposers should address the following in their proposals:

- Are services subcontracted or provided by employees?
- Are vehicles owned by proposer or by employees?
- Licensure of investigators
- Description of MVR and background checks of all investigators – how frequently are checks done?
- Geographic Range of Services
- Report format and availability of video links
- Privacy policy regarding investigation/surveillance services
- Professional association memberships

**TERM OF AGREEMENT**

It is anticipated that the Board will enter into agreements with successful proposers for initial terms of thirty-six (36) months with the Board having options to renew the agreements for two (2) additional periods of one (1) year each. The Board desires that the initial service fees be guaranteed for a minimum of three (3) years, subject to annual negotiation thereafter.

The agreements between the successful proposers and the Board will be non-exclusive.

### **MINIMUM QUALIFICATIONS**

Demonstrated Experience – Please provide details regarding two references for whom investigation and surveillance services have been provided in the past three years in Miami Dade County.

### **FULL TRANSPARENCY**

The Board requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, administrator, lobbyist, or other third party must be identified in the proposal and throughout the term of the agreement.

### **INSURANCE REQUIREMENTS**

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

- a. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury and property damage.
- b. Workers' Compensation Insurance for all employees of the proposer.
- c. Automobile Liability in an amount not less than \$1,000,000 per occurrence. Automobile Liability coverage must apply on a primary basis to all vehicles which will provide services for the School Board.
- d. Professional Liability in an amount not less than \$1,000,000 per claim/annual aggregate. **All investigators must be covered by professional liability insurance.**

The Board and its members, officers, employees, and agent shall be named as an additional insured on the Commercial General Liability Insurance on a form no

more restrictive than the Insurance Services Office form CG 20 10. Also, additional insured coverage for the board and its members, officers, employees, and agent shall be primary and non-contributory.

**INDEMNIFICATION**

The proposer shall hold harmless, indemnify and defend the indemnitees against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of this agreement by or on behalf of the proposer, excluding only the sole negligence or culpability of the indemnitees. (The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers, employees, and agent.)

**SECTION VI**

**MEDICARE SET-ASIDE SERVICES**



**SECTION VI**

**MEDICARE SET-ASIDE SERVICES**

**BACKGROUND**

Over the past year, the Board had approximately 50 different workers' compensation claims which required Medicare Set-Aside services. Approximately \$115,000 was paid for this service to two main vendors.

**SPECIFIC SERVICES TO BE PROVIDED**

Services will be on an as-needed basis to assist in the handling of workers compensation claims.

MSA services typically include the following:

- MSA allocations and calculations
- SSD and Medicare eligibility determinations
- Submission to CMS and on-going negotiations through CMS approval

Proposers should address the following in their proposals:

- Are services subcontracted or provided by employees?
- Certification, education and experience of staff
- Report format
- Privacy policy
- Professional association memberships
- Average time between assignment and finalization of MSA

**TERM OF AGREEMENT**

It is anticipated that the Board will enter into agreements with successful proposers for initial terms of thirty-six (36) months with the Board having options to renew the agreements for two (2) additional periods of one (1) year each. The Board desires that the initial service fees be guaranteed for a minimum of three (3) years, subject to annual negotiation thereafter.

The agreements between the successful proposers and the Board will be non-exclusive.

**MINIMUM QUALIFICATIONS**

Demonstrated Experience – Please provide details regarding two references for whom MSA services have been provided in the past three years in Florida.

**FULL TRANSPARENCY**

The Board requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, administrator, lobbyist, or other third party must be identified in the proposal and throughout the term of the agreement.

**INSURANCE REQUIREMENTS**

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

- a. Commercial General Liability Insurance in an amount not less than \$500,000 per occurrence and \$500,000 aggregate for bodily injury and property damage.
- b. Workers' Compensation Insurance for all employees of the proposer.
- c. Professional Liability in an amount not less than \$1,000,000 per claim/annual aggregate.

The Board and its members, officers, employees, and agent shall be named as an additional insured on the Commercial General Liability Insurance on a form no more restrictive than the Insurance Services Office form CG 20 10. Also, additional insured coverage for the board and its members, officers, employees, and agent shall be primary and non-contributory.

**INDEMNIFICATION**

The proposer shall hold harmless, indemnify and defend the indemnitees against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of this agreement by or on behalf of the proposer, excluding only the sole negligence or culpability of the indemnitees. (The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers, employees, and agent.)

**SECTION VII**

**COURT REPORTING SERVICES**

**SECTION VII**  
**COURT REPORTING SERVICES**

**BACKGROUND**

Over the past year, the Board had over 100 different workers' compensation and third party liability claims which required some sort of court reporting services. Approximately \$39,000 was paid for this service to over ten different vendors.

**SPECIFIC SERVICES TO BE PROVIDED**

Services will be on an as-needed basis to assist in the handling of third party and workers compensation claims.

Court Reporting services typically include the following:

- Attendance at legal mediations or other meetings
- Attendance at court hearings
- Attendance at depositions

Proposers are requested to describe the typical timing of report availability, report technology, and any additional fees for expediting the availability of reports.

Proposers are requested to describe education and certification of court reporters.

**TERM OF AGREEMENT**

It is anticipated that the Board will enter into agreements with successful proposers for initial terms of thirty-six (36) months with the Board having options to renew the agreements for two (2) additional periods of one (1) year each. The Board desires that the initial service fees be guaranteed for a minimum of three (3) years, subject to annual negotiation thereafter.

The agreements between the successful proposers and the Board will be non-exclusive.

**MINIMUM QUALIFICATIONS**

Demonstrated Experience – Please provide details regarding two references for whom court reporter services have been provided in the past three years in Miami Dade county.

**FULL TRANSPARENCY**

The Board requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, administrator, lobbyist, or other third party must be identified in the proposal and throughout the term of the agreement.

**INSURANCE REQUIREMENTS**

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

- a. Commercial General Liability Insurance in an amount not less than \$500,000 per occurrence and \$500,000 aggregate for bodily injury and property damage.
- b. Workers' Compensation Insurance for all employees of the proposer.
- c. Professional Liability in an amount not less than \$500,000 per claim/annual aggregate.

The Board and its members, officers, employees, and agent shall be named as an additional insured on the Commercial General Liability Insurance on a form no more restrictive than the Insurance Services Office form CG 20 10. Also, additional insured coverage for the Board and its members, officers, employees, and agent shall be primary and non-contributory.

**INDEMNIFICATION**

The proposer shall hold harmless, indemnify and defend the indemnitees against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of this agreement by or on behalf of the proposer, excluding only the sole negligence or culpability of the

indemnities. (The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers, employees, and agent.)

**SECTION VIII**

**PROPOSAL FORMS – TRANSLATION SERVICES**

**SECTION VIII**

**PROPOSAL FORMS**

**TRANSLATION SERVICES**

**SCHOOL BOARD OF MIAMI - DADE COUNTY**

**IDENTIFICATION OF FIRM**

Name of Firm: \_\_\_\_\_

Address from which  
primary services  
will be provided: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Brief description of firm (national, regional or local; size and structure):

**STAFF QUALIFICATIONS**

The following individual will be the primary contact:

Name of Individual

Office Address/Telephone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TERM OF AGREEMENT**

Is your firm willing to maintain the Term of Agreement provision as described in Section III of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INSURANCE REQUIREMENTS**

Is your firm willing to maintain the minimum insurance as described in Section III of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**FULL TRANSPARENCY**

Is your firm willing to agree to the Full Transparency provision as described in Section III of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INDEMNIFICATION**

Is your firm willing to agree to the Indemnification provision as described in Section III of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**MINIMUM QUALIFICATIONS**

Please provide two references for whom service have been provided in the past three years.

**EXPERIENCE & QUALIFICATIONS**

Please provide information regarding the experience and qualifications of your firm. Please include information regarding:

- Experience and certifications (medical and legal)
- Please describe if translators are employees or subcontractors
- Language Availability
- Professional association memberships
- Privacy policy regarding services provided

**FEE STRUCTURE**

Describe in the following space the proposed fee structure offered by your firm. Please indicate if proposed fee is guaranteed for full term of agreement.

**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 proposal. Include:

1. Documentation evidencing M/WBE certification.
2. Scope of minority firm's work.
3. Experience of minority firm in the type of services required in this RFI.
4. Experience of minority firm's staff who will participate.
5. Estimate of actual revenues which will be received by the M/WBE firm.
6. Timing of such revenues.

**EMPLOYMENT BREAKDOWN**

Each proposer should complete Exhibit A.

**COMMENTS/DEVIATIONS FROM REQUEST FOR INFORMATION**

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.

**PROPOSER'S WARRANTY**

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

- A. 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;
- B. The proposal offered by the firm is in full compliance with the Minimum Qualifications set forth in Section III of this RFI;
- C. The firm authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- D. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFI other than those deviations noted above;
- E. If this proposal is accepted, the contract will be issued as proposed;
- F. The undersigned acknowledges receipt of the entire RFI and the following addenda [indicate addenda numbers, or, if applicable, none].

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION IX**

**PROPOSAL FORMS – TRANSPORTATION SERVICES**

**SECTION IX**

**PROPOSAL FORMS**

**TRANSPORTATION SERVICES**

**SCHOOL BOARD OF MIAMI - DADE COUNTY**

**IDENTIFICATION OF FIRM**

Name of Firm: \_\_\_\_\_

Address from which  
primary services  
will be provided: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Brief description of firm (national, regional or local; size and structure):

**STAFF QUALIFICATIONS**

The following individual will be the primary contact:

Name of Individual

Office Address/Telephone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TERM OF AGREEMENT**

Is your firm willing to maintain the Term of Agreement provision as described in Section IV of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INSURANCE REQUIREMENTS**

Is your firm willing to maintain the minimum insurance as described in Section IV of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**FULL TRANSPARENCY**

Is your firm willing to agree to the Full Transparency provision as described in Section IV of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INDEMNIFICATION**

Is your firm willing to agree to the Indemnification provision as described in Section IV of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**MINIMUM QUALIFICATIONS**

Please provide two references for whom service have been provided in the past three years.

**EXPERIENCE & QUALIFICATIONS**

Please provide information regarding the experience and qualifications of your firm. Please include information regarding:

- Are services subcontracted or provided by employees?
- Are vehicles owned by proposer or by employees?
- Description of MVR and background checks of all drivers – how frequently are checks done?
- Description of average wait times for injured workers
- Age and Type of vehicles used
- Do vehicles include logo of proposer? Do drivers wear uniforms?
- Does your firm provide bi-lingual drivers (Spanish speaking)
- Geographic Range of Services
- Professional Association memberships
- Fuel surcharges

**FEE STRUCTURE**

Describe in the following space the proposed fee structure offered by your firm. Please indicate if proposed fee is guaranteed for full term of agreement.

**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 proposal. Include:

1. Documentation evidencing M/WBE certification.
2. Scope of minority firm's work.
3. Experience of minority firm in the type of services required in this RFI.
4. Experience of minority firm's staff who will participate.
5. Estimate of actual revenues which will be received by the M/WBE firm.
6. Timing of such revenues.

**EMPLOYMENT BREAKDOWN**

Each proposer should complete Exhibit A.

**COMMENTS/DEVIATIONS FROM REQUEST FOR INFORMATION**

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.

**PROPOSER'S WARRANTY**

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

- A. 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;
- B. The proposal offered by the firm is in full compliance with the Minimum Qualifications set forth in Section IV of this RFI;
- C. The firm authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- D. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFI other than those deviations noted above;
- E. If this proposal is accepted, the contract will be issued as proposed;
- F. The undersigned acknowledges receipt of the entire RFI and the following addenda [indicate addenda numbers, or, if applicable, none].

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION X**

**PROPOSAL FORMS – SURVEILLANCE & INVESTIGATION  
SERVICES**

**SECTION X**

**PROPOSAL FORMS**

**SURVEILLANCE & INVESTIGATION  
SERVICES**

**SCHOOL BOARD OF MIAMI - DADE COUNTY**

**IDENTIFICATION OF FIRM**

Name of Firm: \_\_\_\_\_

Address from which  
primary services  
will be provided: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

Brief description of firm (national, regional or local; size and structure):

**STAFF QUALIFICATIONS**

The following individual will be the primary contact:

<u>Name of Individual</u>	<u>Office Address/Telephone Number</u>
_____	_____
	_____
	_____



**TERM OF AGREEMENT**

Is your firm willing to maintain the Term of Agreement provision as described in Section V of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INSURANCE REQUIREMENTS**

Is your firm willing to maintain the minimum insurance as described in Section V of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**FULL TRANSPARENCY**

Is your firm willing to agree to the Full Transparency provision as described in Section V of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INDEMNIFICATION**

Is your firm willing to agree to the Indemnification provision as described in Section V of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**MINIMUM QUALIFICATIONS**

Please provide two references for whom service have been provided in the past three years.

**EXPERIENCE & QUALIFICATIONS**

Please provide information regarding the experience and qualifications of your firm. Please include information regarding:

- Are services subcontracted or provided by employees?
- Are vehicles owned by proposer or by employees?
- Licensure of investigators
- Description of MVR and background checks of all investigators – how frequently are checks done?
- Geographic Range of Services
- Report format and availability of video links
- Privacy policy regarding investigation/surveillance services
- Professional association memberships

**FEE STRUCTURE**

Describe in the following space the proposed fee structure offered by your firm. Please indicate if proposed fee is guaranteed for full term of agreement.

**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 proposal. Include:

1. Documentation evidencing M/WBE certification.
2. Scope of minority firm's work.
3. Experience of minority firm in the type of services required in this RFI.
4. Experience of minority firm's staff who will participate.
5. Estimate of actual revenues which will be received by the M/WBE firm.
6. Timing of such revenues.

**EMPLOYMENT BREAKDOWN**

Each proposer should complete Exhibit A.

**COMMENTS/DEVIATIONS FROM REQUEST FOR INFORMATION**

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.

**PROPOSER'S WARRANTY**

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

- A. 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;
- B. The proposal offered by the firm is in full compliance with the Minimum Qualifications set forth in Section V of this RFI;
- C. The firm authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- D. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFI other than those deviations noted above;
- E. If this proposal is accepted, the contract will be issued as proposed;
- F. The undersigned acknowledges receipt of the entire RFI and the following addenda [indicate addenda numbers, or, if applicable, none].

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION XI**

**PROPOSAL FORMS – MEDICARE SET-ASIDE SERVICES**

**SECTION XI**

**PROPOSAL FORMS**

**MEDICARE SET-ASIDE SERVICES**

**SCHOOL BOARD OF MIAMI - DADE COUNTY**

**IDENTIFICATION OF FIRM**

Name of Firm: \_\_\_\_\_

Address from which  
primary services  
will be provided: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Brief description of firm (national, regional or local; size and structure):

**STAFF QUALIFICATIONS**

The following individual will be the primary contact:

<u>Name of Individual</u>	<u>Office Address/Telephone Number</u>
_____	_____
	_____
	_____



**TERM OF AGREEMENT**

Is your firm willing to maintain the Term of Agreement provision as described in Section VI of the RFI?

Yes\_\_\_\_\_No\_\_\_\_\_

If no, please describe deviations:

**INSURANCE REQUIREMENTS**

Is your firm willing to maintain the minimum insurance as described in Section VI of the RFI?

Yes\_\_\_\_\_No\_\_\_\_\_

If no, please describe deviations:

**FULL TRANSPARENCY**

Is your firm willing to agree to the Full Transparency provision as described in Section VI of this RFI?

Yes\_\_\_\_\_No\_\_\_\_\_

If no, please describe deviations:

**INDEMNIFICATION**

Is your firm willing to agree to the Indemnification provision as described in Section VI of this RFI?

Yes\_\_\_\_\_No\_\_\_\_\_

If no, please describe deviations:

**MINIMUM QUALIFICATIONS**

Please provide two references for whom service have been provided in the past three years.

**EXPERIENCE & QUALIFICATIONS**

Please provide information regarding the experience and qualifications of your firm. Please include information regarding:

- Are services subcontracted or provided by employees?
- Certification, education and experience of staff
- Report format
- Privacy policy
- Professional association memberships
- Average time between assignment and finalization of MSA

**FEE STRUCTURE**

Describe in the following space the proposed fee structure offered by your firm. Please indicate if proposed fee is guaranteed for full term of agreement.

**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 proposal. Include:

1. Documentation evidencing M/WBE certification.
2. Scope of minority firm's work.
3. Experience of minority firm in the type of services required in this RFI.
4. Experience of minority firm's staff who will participate.
5. Estimate of actual revenues which will be received by the M/WBE firm.
6. Timing of such revenues.

**EMPLOYMENT BREAKDOWN**

Each proposer should complete Exhibit A.

**COMMENTS/DEVIATIONS FROM REQUEST FOR INFORMATION**

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.

**PROPOSER'S WARRANTY**

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

- A. 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;
- B. The proposal offered by the firm is in full compliance with the Minimum Qualifications set forth in Section VI of this RFI;
- C. The firm authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- D. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFI other than those deviations noted above;
- E. If this proposal is accepted, the contract will be issued as proposed;
- F. The undersigned acknowledges receipt of the entire RFI and the following addenda [indicate addenda numbers, or, if applicable, none].

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION XII**

**PROPOSAL FORMS – COURT REPORTING SERVICES**

**SECTION XII**

**PROPOSAL FORMS**

**COURT REPORTING SERVICES**

**SCHOOL BOARD OF MIAMI - DADE COUNTY**

**IDENTIFICATION OF FIRM**

Name of Firm: \_\_\_\_\_

Address from which  
primary services  
will be provided: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Brief description of firm (national, regional or local; size and structure):

**STAFF QUALIFICATIONS**

The following individual will be the primary contact:

Name of Individual

Office Address/Telephone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TERM OF AGREEMENT**

Is your firm willing to maintain the Term of Agreement provision as described in Section VII of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INSURANCE REQUIREMENTS**

Is your firm willing to maintain the minimum insurance as described in Section VII of the RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**FULL TRANSPARENCY**

Is your firm willing to agree to the Full Transparency provision as described in Section VII of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**INDEMNIFICATION**

Is your firm willing to agree to the Indemnification provision as described in Section VII of this RFI?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please describe deviations:

**MINIMUM QUALIFICATIONS**

Please provide two references for whom service have been provided in the past three years.

**EXPERIENCE & QUALIFICATIONS**

Please provide information regarding the experience and qualifications of your firm. Please include information regarding:

- Typical timing of report availability
- Report technology
- Additional fees for expediting reports
- Education and certifications of court reporters

**FEE STRUCTURE**

Describe in the following space the proposed fee structure offered by your firm. Please indicate if proposed fee is guaranteed for full term of agreement.

**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 proposal. Include:

1. Documentation evidencing M/WBE certification.
2. Scope of minority firm's work.
3. Experience of minority firm in the type of services required in this RFI.
4. Experience of minority firm's staff who will participate.
5. Estimate of actual revenues which will be received by the M/WBE firm.
6. Timing of such revenues.

**EMPLOYMENT BREAKDOWN**

Each proposer should complete Exhibit A.

**COMMENTS/DEVIATIONS FROM REQUEST FOR INFORMATION**

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.

**PROPOSER'S WARRANTY**

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

- A. 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;
- B. The proposal offered by the firm is in full compliance with the Minimum Qualifications set forth in Section VII of this RFI;
- C. The firm authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the firm offering this proposal;
- D. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFI other than those deviations noted above;
- E. If this proposal is accepted, the contract will be issued as proposed;
- F. The undersigned acknowledges receipt of the entire RFI and the following addenda [indicate addenda numbers, or, if applicable, none].

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed or Printed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION XIII**

**EXHIBITS**

**EXHIBIT A**

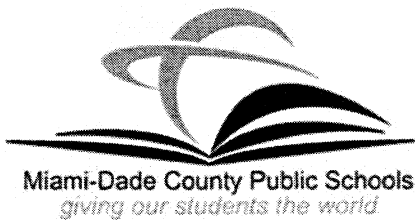




**AFFIRMATIVE ACTION  
EMPLOYMENT BREAKDOWN**

<u>Occupational Category</u>	<u>Gender</u>		<u>Race/Ancstry</u>			<u>Am. Ind./</u>
	<u>Male</u>	<u>Female</u>	<u>Non- Hispanic White</u>	<u>Non- Hispanic Black</u>	<u>Hispanic</u>	<u>Alaska Native</u>
_____	_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____	_____

**EXHIBIT B**



**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. MWBE 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](http://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