MIAMI-DADE COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS

SEALED BID NO:	**RFP 16-309-AG**
TITLE:	**Student and Athletic Accident Insurance Coverage**
DESCRIPTION:	The purpose of this Request for Proposals ("RFP") is to obtain Student and Athletic Accident Insurance Coverage
TERMS:	Three (3) years (Initial Term) with two (2) one-year Options-to-Renew
RFP RELEASE DATE:	**Wednesday, April 5, 2017**
PRE-PROPOSAL CONFERENCE DATE/TIME:	**Tuesday, April 18, 2017 at 11 a.m. EDT**
PRE-BID CONFERENCE LOCATION:	**Miami-Dade County Public Schools** **School Board Administration Building** **Procurement Management Services** **1450 Northeast 2nd Avenue, Suite 650** **Miami, Florida 33132**
DEADLINE FOR QUESTIONS:	**Tuesday, April 18,2017 at 5 p.m. EDT**
PROPOSAL DUE DATE/TIME:	**Thursday, May 4, 2017 at 2 p.m. EDT**
PUBLIC OPENING OF BIDS:	**Thursday, May 4, 2017 at 2 p.m. EDT**
BID OPENING LOCATION:	**Miami-Dade County Public Schools** **School Board Administration Building** **Procurement Management Services** **1450 Northeast 2nd Avenue, Suite 650** **Miami, Florida 33132**
FOR INFORMATION CONTACT:	**Melody Thelwell, MPA** **Chief Procurement Officer** **Phone: (305) 995-1434** **Fax: (305) 995-2445** **Email: mthelwell@dadeschools.net**

Visit our web site at www.procurement.dadeschools.net to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board approved Procurement/Purchasing Regulations.

TABLE OF CONTENTS

Section

1.0	Overview and Proposal Procedures ……	4
2.0	Scope of Services ……	22
3.0	Price Proposal ……..……	31
4.0	Proposal Format ……..	33
5.0	Evaluation/Selection Process ……	36
6.0	Proposed Agreement to be Executed with Awarded Proposer …….	39
7.0	Attachments ……...	46

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees
Exhibit 9	Proposal Submittal Receipt Form
Exhibit 10	2016/2017 Student and Athletic Accident Insurance Policy (Mutual of Omaha Insurance Company)
Exhibit 11	Loss Data – 2011/2012 through 2016/2017 (as of January 5, 2017)

DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) "Board Policy" means any and all policies adopted by the School Board and in effect at the time the RFP is published and as they may be amended from time to time ("Board Policy"). All Board Policies are incorporated by reference into this Solicitation and into all Proposals submitted by a Proposer.

b) "Chief Procurement Officer" means the individual who serves as the principal public purchasing official for the District.

c) "Contractor" means a person, firm, entity or organization who contracts to furnish supplies or perform work at a certain price or rate.

d) "Department" means the division within the District that is requesting the services or product throughout this request for proposal.

e) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.

f) "Selection Committee" means a committee of individual(s) who evaluate and rank proposals; conduct negotiations; and makes a contract award recommendation to the District and its respective Committees.

g) "Scope of Services" or "Scope of Work" means the work to be performed by the Proposer or Consultant as described in Section 2.0 of this RFP, as amended thereto.

h) "Solicitation" means this Request For Proposals (RFP) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments.

i) "Subcontractor," "Sub-Proposer" or "Sub-consultant" means any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the Proposer.

j) "Superintendent", "Superintendent of Schools" means the Secretary and executive officer of the district school board.

k) "The School Board of Miami-Dade County, Florida ("School Board")", means the governing body of elected officials comprising the district school board and who review and have the authority to approve or reject any and all recommendations for contract awards. "Miami-Dade County Public Schools", "M-DCPS", "The School Board of Miami-Dade County, Florida" or "District" are interchangeable terms.

l) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 2.0 and the terms and conditions of this Solicitation.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools ("M-DCPS") is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of the M-DCPS are as follows:

VISION
We provide a world class education for every student.

MISSION
To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

CORE VALUES

Excellence
We pursue the highest standards in academic achievement and organizational performance.
Equity
We foster an environment that serves all students and aspires to eliminate the achievement gap.

Student Focus
We singularly focus on meeting our students' needs and supporting them in fulfilling their potential.

Innovation
We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

Accountability
We accept responsibility for our successes and challenges and seek to transparently share our work on an ethical manner, as we strive towards continuous improvement.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking proposals from qualified firms for Student and Athletic Accident Insurance Coverage for Miami-Dade County Public Schools.

The selected Proposer**(s)** will be awarded a three (3) year agreement, with two (2) one-year option to renew at the District's sole discretion.

1.3 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:	Wednesday, April 5, 2017
Pre-Proposal Conference date, time and place:	Tuesday, April 18, 2017 at 11 a.m. EDT Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Tuesday, April 18, 2017 at 5 p.m. EDT Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of proposals:	Thursday, May 4, 2017 No later than 2 p.m. (local time) (See Section 1.9 for location)
Selection Committee Meetings:	To Be Determined and Published via Procurement Management Services' website
Projected Board Approval of Contract:	June 2017
Projected contract start date:	July 1, 2017

1.4 CONTACT PERSON

The contact person for this RFP is:

Name and Title:	Melody Thelwell, MPA Chief Procurement Officer
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	mthelwell@dadeschools.net
Telephone:	(305) 995-1434
Fax:	(305) 995-2445

Explanation(s) desired by Proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this RFP is permitted,** except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5.** Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the Proposer's submittal.

1.5 CONE OF SILENCE

As stated within School Board Rule Policy 6325, "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 there from, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose 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.

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 any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

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. All provisions of the above-referenced School Board Rule Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying.

Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: http://www2.dadeschools.net/schoolboard/rules/

1.7 RFP AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Melody Thelwell, Chief Procurement Officer, at mthelwell@dadeschools.net Proposers or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of three (3) years, with two, 1-year options to renew, all at the sole discretion of the District. The option to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this RFP in the best interests of the District.

1.9 PROPOSAL SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **Three (3) unbound original proposal with all attachments and original signatures.**
- **Two (2) bound copies of the original proposal.**
- **Five (5) electronic versions on CD or USB Drive in Microsoft Word, Excel or PDF format.**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this RFP Timetable**. The original and all copies must be submitted in a

sealed envelope or container clearly labeled on the outside with the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Melody Thelwell, MPA
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3**. Additionally, M-DCPS is closed on holidays observed by the District. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Proposer's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the District as constituting an offer by the Proposer to perform the required services at the stated prices.

1.10 PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this RFP Timetable** (see **Section 1.3**). **Attendance is highly recommended but not mandatory.** Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.

1.11 ADDITIONAL INFORMATION / AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this RFP, in accordance with **Section 1.4** above, no later than the deadline for receipt of questions specified in the RFP Timetable (see **Section 1.3**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and RFP number and title. A copy of <u>any</u> written communication or email <u>must</u> be sent to the Executive Assistant to the Clerk of the School Board as fully described at **Section 1.5** above.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those

made in this RFP or in any written amendments to this RFP. Where there appears to be conflict between the RFP and any amendments, the last amendment issued shall prevail.

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 3**).

Proposers who obtain copies of this RFP from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular RFP. Such Proposers are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this RFP.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this RFP.

1.14 SMALL BUSINESS ENTERPRISE PROGRAM

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE participation as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small Business Enterprise (SBE) Certification Program, to increase contracting opportunities for SBE's. Pursuant to Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. **The Office of Economic Opportunity must certify all SBE's, prior to contract award.** The application may be accessed through the following link:

http://forms.dadeschools.net/webpdf/3920.pdf

Vendors certified as an SBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers will certifications from other entities or agencies must contact our OEO office for additional information. A current list of certified SBE/MBEs can be found online at www.oeo.dadeschools.net or by contacting the Office of Economic Opportunity at (305)-995-1307.

1.15 LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted by statute as reflected in Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy **6320.04**.

PROCESS:

Request For Proposals:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local proposer(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy **6320**.

Proposers claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of its business license with its response.

The Board policy may be accessed at: http://www2.dadeschools.net/schoolboard/rules/

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITIATION

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder MUST submit Exhibit 9, Bid Receipt Form, which provides documentation of the submittal date and time.

1.18 RFP POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all proposers solicited.

1.19 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Proposer prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Proposers shall certify their ongoing compliance with the School Board Policies. Furthermore, Proposers must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this RFP and these legal requirements, the legal requirements shall prevail.

(a) Proposer must complete, sign as required and submit the following documents at the time of RFP submission due date. Also see **Section 4.1**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of employment of Former School Board Employees
Exhibit 9	Proposal Submittal Receipt Form

By completing and submitting said documents, the Proposer affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) **(see Section 7 Exhibit 2)** must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (**Exhibit 2**). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this RFP process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

1.22 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Proposer/Vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 Section 287.017 for CATEGORY TWO ($10,000) for a period of thirty-six (36) months from the date of being placed on the convicted Proposer list. Attached is a Public Entity Crime Disclosure Affidavit **(Exhibit 5)** that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.23 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Proposer may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.24 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this RFP.

1.25 PROTEST TO CONTRACT SOLICITATION OR AWARD

The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District's website www.dadeschools.net

Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6320. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Dllopiz@dadeschools.net and CeliaRubio@dadeschools.net

1.26 NOTICE OF AWARDS

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly

scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

1.27 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320.

1.28 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the proposal that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

For all contracts involving Federal funds in excess of $10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM. The Status Verification System, also referred to as "E-verify," only applies to construction and professional services contracts using federal funds.

Each Offeror and each duly authorized person signing on behalf of any Offeror certifies as to its own entity, under penalty of perjury, that the named Offeror has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.29 BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467,Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Proposer agrees that, if Proposer receives remuneration for services, Proposer and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Proposer agrees that each of its employees, representatives, agents. subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced Statutes and School Board policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Proposer will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Proposer agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Proposer agrees to require all its affected employees to sign a statement, as a condition of employment with Proposer in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Proposer/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Proposer agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Proposer agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Proposer further

agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Proposer to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

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

1.30 COMPLIANCE WITH SCHOOL CODE

Proposer agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Proposer agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

1.31 CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

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

1.32 PUBLIC RECORDS LAW

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

1.33 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to proposer, be assigned without the prior written agreement of Miami-Dade County Public Schools. If proposer attempts to make such an assignment, such attempt shall constitute a condition of default.

1.34 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time without cause upon a minimum thirty (30) days' notice to Proposer, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Proposer upon receipt of an invoice from Proposer otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Proposer, pro-rated on a percentage completion basis based on Proposer's reconciliation of labor actually expended compared to labor originally estimated by Proposer in constructing its proposal.

1.35 DEBARMENT

Pursuant to Board Policy 6320, Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.36 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Proposers(s), purchases may be made under

this proposal by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

1.37 NO GRATIUTY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of their staffs, or families.

1.38 DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Proposer shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction).

1.39 INDEMNIFICATION

To the fullest extent permitted by law, Proposer shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Proposer's performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Proposer or other persons employed or utilized by Proposer's performance of this Contract. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Proposer. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Proposer to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Proposer shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.40 DUTY TO DEFEND

Proposer agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Proposer's performance under this Contract.

1.41 INSURANCE REQUIREMENTS, IF APPLICABLE

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

insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: $ 1,000,000 Each Accident
$ 1,000,000 Disease - Policy Limit
$ 1,000,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage

been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed $25,000 per claim.

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance and Professional Liability Insurance.

1.42 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the contract. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Proposal is fully authorized and empowered to do so on behalf of the Proposer. In addition, set forth names (s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.

1.43 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

1.44 CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

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

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 *Commercial Anti-Discrimination, Diversity , and Inclusion*. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

1.46 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit http://www.engagemiamidade.net/#!community-internships/c7pc or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

SECTION 2.0 – SCOPE OF SERVICES

This section identifies the levels of performance that are desired by the District. Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the Request for Proposal (RFP) may result in deductions in the allocation of points by the Selection Committee.

2.1 GENERAL INFORMATION

The School District of Miami-Dade County, Florida, is a political subdivision organized under Section 4, Article IX, of the State Constitution and the Florida Statutes. The District, which is coterminous with Miami-Dade County, is the fourth largest school system in the nation. The District presently has over 400 schools with approximately 345,500 students and 45,600 full and part-time employees. Management of the District is totally independent of metropolitan and city governments. The School Board of Miami-Dade County, Florida, a public corporation existing under the Laws of the State of Florida, is the policy-making body of the District. The School Board consists of nine members elected by district. Among other duties, the School Board has broad financial responsibilities, including the approval of the annual budget, which for the 2010-11 fiscal year is approximately $4.6 billion, and the establishing of a system of accounting and budgetary controls. The Chief Executive Officer is the Superintendent of Schools, Mr. Alberto M. Carvalho, appointed by the Board, who is responsible for all financial transactions and records of the District.

The Office of Risk and Benefits Management oversees all risk management operations of the District, including all aspects of insured and self-insured employee benefits, property/casualty, workers' compensation, supplemental retirement programs, certificates/contracts/risk operations, and employee wellness supervised by the Risk and Benefits Officer.

Throughout the competitive bid process and subsequent award of this RFP, the Board's Risk Management Consultant, Siver Insurance Consultants, will provide technical assistant to the Office of Risk and Benefits Management to compile proposal responses and create an analysis which will be utilized by Selection Committee.

2.2 PURPOSE

The purpose of the Request for Proposals is to procure Student and Athletic Accident Insurance for the District and Accident Coverage for Head Start Day Care Program for the District.

The agreement between the successful proposer(s) and the Board will be non-exclusive.

2.3 CURRENT PROGRAM

The School Board currently makes Student and Athletic Accident insurance available for all students including those participating in all sports including high school football. The Student and Athletic Accident insurance for the School Board is currently provided by Mutual of Omaha Insurance Company. The Accident Coverage for Head Start Day Care Program is provided by Markel Insurance Company.

The School Board requires all students participating in high school football programs to purchase the Athletic Accident insurance. Currently, the School Board partially subsidizes the cost of Athletic Accident insurance for football program participants. There is no guarantee that this subsidy will continue. The current football program Board subsidy is $189 for fall football and $36 for spring football.

The Interscholastic Athletic/Activities Student Accident coverage is also subsidized by the School Board. There is no guarantee this subsidy will continue. The current Interscholastic Athletic/Activities Student Accident Board subsidy is $29.

The School Board requires all students participating in high school athletics other than football to purchase coverage. The School Board also requires all students participating in elementary after/before care school programs to purchase, at minimum, Student Accident coverage.

Premium payments for the Student and Athletics Accident program are made by students and their families directly to the program administrators, not to the School Board. The School Board pays the subsidy amounts.

Below are the current rates and actual enrollment figures for the 2015/2016 and 2016/2017 years:

Current Rates		Actual Enrollment (2015/2016)	Actual Enrollment (2016/2017)
At School, including Interscholastic Athletics/Activities	$59.00	14,916	11,287
High School Football (Fall)	$265.00	3,191	3,096
High School Football (Spring)	$59.00	2,059	-
24-Hour Coverage (excluding High School Football) PK-12	$79.00	624	599
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football) – PK-6	$16.00	27,455	25,625
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football) – Middle & High School	$18.00	4,387	2,653

Please note, FY 16/17 enrollment is as of January 24, 2017.

Enrollment for the Head Start program was 2,127 as of April 26, 2016.

2.4 MINIMUM INSURER QUALIFICATIONS

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

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

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

2.5 ESTIMATED ENROLLMENT

Proposers must base their Student and Athletic Accident Insurance proposals on the following estimated enrollment. Variation in actual enrollment must not affect the rates proposed; i.e., the proposal must be valid despite enrollment mix. Actual enrollment figures for the 2015/2016 and 2016/2017 years are shown above.

Current Rates	Estimated Enrollment
At School, including Interscholastic Athletics/Activities	15,000
High School Football (Fall)	3,200
High School Football (Spring)	2,000
24-Hour Coverage (excluding High School Football) PK-12	600
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football) – PK-6	27,000
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football) – Middle & High School	4,000

Head Start enrollment figures can be estimated as 2,000.

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

2.6 CLAIMS PAYMENT/POLICY SERVICE

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

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

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

2.7 ONLINE ENROLLMENT AND ROSTERS

Proposers must provide an online website for enrollment and an online portal for access to online rosters and plan information. The online portal shall allow appropriate staff at school sites to electronically provide roster information to the successful proposer and allow the school sites to access enrollment data without jeopardizing student privacy concerns. The online website shall allow parents/families access to coverage and enrollment information. The online portal shall track student premium payments and provide proof of payment and coverage.

The online website for enrollment must accept credit card payment for the premiums.

Roster and enrollment data must be maintained on secure servers in accordance with Payment Card Industry Security Standards (PCI) for enrollment and claim submission purposes.

Proposer(s) are requested to detail their current capabilities.

2.8 RATE GUARANTEE

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

2.9 PREMIUM ENVELOPE AND BROCHURE REQUIREMENTS

The successful Student and Athletic Accident Insurance proposer shall provide mailed validation cards to verify receipt of payment and a premium envelope which, after being sealed, shall show space for the name of the student, address, parent's or guardian's signature, name of school, amount of premium, and applicable data. The brochure that is part of or accompanies such envelope shall show the coverage provided, the name of the insurer, and where (including the toll free telephone number) and how to file a claim. A complete description of the benefits shall accompany or be part of the brochure. Either separate English and Spanish brochures must be provided, or the English brochures must have Spanish translations on the brochure for all pertinent information.

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

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

distribution to all school sites for the beginning of the school year must be included in the proposed premiums.

2.10 PROOFS OF DISTRIBUTED MATERIALS REQUIRED

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

2.11 COLLECTION OF TRANSMITTAL ENVELOPES

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

2.12 LISTING OF INSURED STUDENTS

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

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

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

2.13 MIAMI-DADE SPORTS MEDICINE PROGRAM

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

The program is managed by a Chief of Sports Medicine who is a licensed and board certified orthopedic surgeon. The Chief of Sports Medicine, in turn, employs a number of other

physicians who are on call to attend football games and to provide critical services for injured athletes. They work in conjunction with Healthsouth Corporation, which owns Doctor's Hospital and is presently the official manager of the program.

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

2.14 SCHOOL BOARD NOT RESPONSIBLE FOR MINIMUM POLICIES OR COSTS

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

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

2.15 SALES OF ALLIED LINES

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

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

2.16 MODEL PROGRAM FOR STUDENT AND ATHLETIC ACCIDENT INSURANCE

2.16.1 FORM OF COVERAGE

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

For the purposes of the Student Accident Insurance, an accidental injury which occurs while the student is attending a School Board sponsored before/after school program will be deemed to have occurred at school.

2.16.2 POLICY PERIOD

August 1, 2017 (or the first day of sports practice in 2017, whichever is earlier) to
August 1, 2020 (or the first day of sports practice in 2020, whichever is earlier).

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

2.16.3 BEFORE/AFTER SCHOOL CARE PROGRAMS

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

2.16.4 COVERAGE FOR OTHER PROGRAMS

The School Board also provides Adult Vocational Studies. The School Board also provides day care services for some school sites for children of teachers and adult students. Proposers are requested to indicate if they have access to programs which may provide coverage for these groups.

2.17 LIMITED SCHOOL SALES PERIOD

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

2.18 LOSS STATISTICS

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

A. Individual Claim Details

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

1. School – for allocation purposes
2. Claimant's name
3. Coverage
    a. School Accident

b. 24 Hour Coverage
c. Athletic – Football Accident
d. Interscholastic Athletics/Activities

4. Date of injury
5. Description of injury
6. Amount of claim paid to date
7. Reserve for future claim payments

B. Summaries

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

1. Total number of enrollees
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities
2. Total premium collected for enrollees
3. Total number of closed claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities
4. Total number of open claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities
5. Total number of claims by coverage (3+4)
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities
6. Total number of claims for all coverages
7. Total amount paid for closed claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities
8. Total amount paid to date for open claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities
9. Total amount reserved for open claims by coverage
   a. School Accident
   b. 24 Hour Coverage
   c. Athletic – Football Accident
   d. Interscholastic Athletics/Activities

10. Total amount of incurred claims by coverage (7+8+9)
    a. School Accident
    b. 24 Hour Coverage
    c. Athletic – Football Accident
    d. Interscholastic Athletics/Activities
11. Total amount of incurred claims all coverages combined

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

2.19 HISTORICAL STUDENT ACCIDENT PREMIUMS & LOSSES

See attachments for copy of current policy, premium and loss data.

2.20 ADDITIONAL INFORMATION TO BE PROVIDED BY EACH PROPOSER

In no more than fifteen (15) pages, the Proposer must include the following information within the submitted proposal. Failure to meet any of the minimum requirements outlined below may deem your bid submittal non-responsive:

A. Provide a Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.

B. A copy of your Florida Department of State Division of Corporations. A copy of this registration is mandatory, in order to do business with the School Board of Miami Dade County. More information available at www.sunbiz.org.

C. Proposer is authorized by a subsisting certificate of authority issued to the insurer by the Department of Insurance of the State of Florida and the insurer has a Best's Rating of "A-" or better, and a Financial Size Category of "VII" or higher according to A. M. Best Company.

D. Provide documentation demonstrating that the claims office must meet the requirements of Florida Statutes including, but not limited to, F.S. 627.661.

E. Provide contact information, including names, addresses, phone numbers and email addresses for the following: Agent/broker; Insurer; and Claims Adjuster, if different.

F. Provide the primary staff contact information, including two (2) additional key associates that will be actively involved in providing services to the District.

G. Each Proposer must address the following questions in narrative format:

- Indicate your willingness to comply with the Online Enrollment and Claims Payment and Policy Services requirement of the RFP. Describe below your approach to providing these services to the School Board.

- Indicate your willingness to comply with the Premium Envelope and Brochure Requirements as described in the RFP.

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

- Explain how your firm will ensure that each school is provided the electronic lists/rosters of insured students as described in the RFP.

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

- Explain your firm's process for the collection of premiums. Describe your firm's process and requirements for accepting such payments, specifically online and personal checks? What is your course of action when handling checks returned due to insufficient funds? If your firm allows for payment of premium via an online system or portal, is the enrollment and claim data maintained on secure servers in accordance with Payment Card Industry Security Standards (PCI)?

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

SECTION 3.0 - PRICE PROPOSAL

[Signature is required at the end of this Section 3.0]

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this RFP.

3.1 PRICE PROPOSAL FOR STUDENT AND ATHLETIC ACCIDENT INSURANCE

Proposals are preferred which provide a firm fixed premium rates for the first two years of the three (3) year initial contract term, ending June 30, 2020. Proposer shall propose pricing terms on the indicated basis below. Proposals should clearly state what premium rate guaranty is proposed.

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

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

Is your firm willing to agree that variation in actual enrollment will not affect the rates proposed? (i.e., the proposal must be valid despite change in enrollment mix.)

Yes_____No_____

Are rates guaranteed for two years?

Yes_____No_____

Please describe all guarantees.

Will there be any additional fees for payment by credit card or online payment?

Yes_____No_____

	Rate	**Estimated Enrollment**	**Estimated Annual Premium**
At School, including Interscholastic Athletics/Activities (excluding football)		15,000	
High School Football (Fall)		3,200	
High School Football (Spring)		2,000	
24-Hour Coverage (excluding High School Football) PK-12		600	
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football) – PK-6		27,000	
At School Coverage (excluding Interscholastic Athletics/Activities and High School Football) – Middle & High School		4,000	
Total Estimated Premium			
Estimated Commissions			
Administration Fees (If Applicable)			

Can you provide Accident Coverage for Head Start Day Care Program? What is cost for 2,000 estimated students?

_____

For this Section 3.2 - Price Proposal:

_____ _____

Signature of Proposer's Authorized Representative *Title*

_____ _____

Printed Name: *Date:*

SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This Section identifies the format to be followed in assembling a response. Proposers must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Proposers are instructed to indicate a response to ALL requirements and specifications contained in this Section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this RFP.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the RFP may result in deductions in the allocation of points by the Selection Committee.

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

   Exhibit 1 found in Section 7 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

   The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

   Provide a brief summary of no more than two (2) pages describing the basic services offered, experience and qualifications of the Proposer, staff and any other relevant information.

4) Technical Qualifications **(Possible 30 Points)**

   Provide a response to all of the items listed in **Section 2.0** of this RFP. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to ALL Requirements in the order listed in **Section 2.0** of this RFP using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in

deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

5) Qualifications of the Proposer including Corporate Past Performance & Key Personnel **(Possible 40 Points)**

Provide a response regarding the Proposer's qualifications, including but not limited to the following: full name, address and brief description of Proposer's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this RFP, whereby resumes of Key personnel should be included within the Proposal. Lastly, please provide one (1) reference whereby your company has successfully provided services requested within this RFP.

6) Price Proposal **(See Section 5.2; Possible 25 Points)**

The Price Proposal, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Small Business Enterprise/MBE participation (Possible 5 points)

As stated in Section 1.14 and Section 1.46 of the RFP, the District has a strong commitment to SBE/MBE participation. As such, all Proposers who have obtained the SBE certification and verified by the OEO office, may be eligible for 5 points. Evidence of SBE certification must be submitted with the Proposal.

8) Required Forms & Attachments

The Proposer must complete, sign and submit the following forms available in **Section 7.0** as part of the Proposal. If awarded a contract, the Proposer will be asked to submit a Proposer registration packet that will include all of the forms listed in **Section 7.0.**

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees
Exhibit 9	Proposal Submittal Receipt Form

9) Proposed Agreement (Sample Contract)

By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement proposed in **Section 6.0** of this RFP.

4.2. PROPOSAL PREPARATION REQUIREMENT

(1) All RFP Proposers must submit three (3) unbound original proposal with all attachments and original signatures, two (2) bound copies of the original proposal, and five (5) electronic versions on CD or USB drive in Microsoft Word, Excel or PDF format. See Section 1.9.

(2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Proposer's contact information.

(3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Proposers shall include their complete name, return address, and telephone number on the left upper side of mailing label. The RFP title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as specified below:

4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

Proposer's Name:
Proposer's Address:
Proposer's Telephone Number:

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn: Melody Thelwell, MPA
Chief Procurement Officer
School Board Administration Building
1450 NE 2nd Avenue, Suite 650
Miami, FL 33132

RFP No.: RFP-16-309-AG
RFP Title: Student and Athletic Accident Insurance
Proposal Due Date: Thursday, May 4, 2017 by 2 p.m. EDT (local time)

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE RFP PROCESS

(a) The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing. located on the District's website at www.procurement.dadeschools.net.

(b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive RFP process.

5.2 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee in order to ascertain which proposer best meets the needs of the School Board. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Evaluation Committee.

The following criteria will be evaluated when ranking the proposals:

Criteria for Evaluation	Available Points
Technical Qualifications (See description at Section 2.0)	30
Price Considerations (See description at Section 3.0)	25
Proposer Qualifications including Corporate Past Performance & Key Personnel (See description at Section 4.0 # 5.)	40
Small Business Enterprise/MBE participation	5
Total Points	**100**

5.3 NEGOTIATIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSALS

The Evaluation Committee, a subcommittee thereof, or such other committee or qualified staff, all as determined and appointed by the Superintendent, may conduct negotiations with:

(i) responsible Proposers determined to be in the competitive range;
(ii) the highest ranked Proposer when the Committee established a competitive range and has completed its final evaluation of proposals;
(iii) the highest ranked Proposer when the Committee determines not to establish a competitive range; or
(iv) a sole Proposer when only one proposal is received.

a) *Purposes of Negotiations.* Negotiations are held to:

(i) promote understanding of the District's requirements and the Proposers' proposals; and

(ii) facilitate arriving at a contract that will be most advantageous to the District taking into consideration price and the other evaluation factors set forth in the Request For Proposals.

(iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Exhibit 2) submitted with the proposal.

(iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.

b) *Best and Final Offers.* When in the best interest of the District, the Committee may request, through the Procurement Management Services staff, the submission of best and final offers from all Proposers remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee; provided, however, the Committee, through the Procurement Management Services staff, may make a written determination that it is in the District's best interest to conduct additional negotiations with more than one Proposer or change the District's requirements and require another submission of best and final offers which shall be evaluated by the Committee.

II. *Completion of Negotiations.* When the Committee has established a competitive range, and when the Committee has completed its final evaluation of proposals, with or without best and final offers, the Committee may continue, and attempt to complete, negotiations with the highest ranked Proposer.

5.4 PRICE

A completed price proposal under this RFP must be submitted by Proposers at the time of proposal submission with each proposal package. See **Section 3.0 – PRICE PROPOSAL**

5.5 ORAL PRESENTATIONS, NEGOTIATIONS AND PRODUCT DEMONSTRATIONS/SITE VISITS

(a) The firms in the competitive range may be invited to individually make oral presentations of their proposal and participate in negotiations.

(b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers in the competitive range, and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations. Product/service demonstrations and/or site visits may also be requested,

and scheduled, at any time by the Committee, through Procurement Management Services, of firms remaining in the competitive range.

5.6 GOVERNMENT IN THE SUNSHINE LAW

All oral presentations, negotiations and product demonstrations under this RFP process shall be conducted openly in accordance with the “Government in the Sunshine Law,” Section 286.011, Florida Statutes, as amended.

5.7 AWARD

Contract award shall be made to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Section 5.2, above. No other factors or criteria shall be used in the evaluation.

The School Board Audit Committee reserves the right to interview or reject any and all proposals submitted. The District will use the selection procedures in Section 218.391 of the Florida Statutes. When the final selection is made, the School Board Audit Committee will submit its recommendation to the School Board. Upon approval by the School Board, a professional services agreement that is acceptable to the School Board Attorney will be entered into with the successful firm. No debriefing or discussion session will be held with the unsuccessful firms.

In this RFP Process, the award decision will be made by the School Board, whose decision shall be final.

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SECTION 6.0 – SAMPLE AGREEMENT
TO BE EXECUTED WITH AWARDED PROPOSER
PURSUANT TO THE DISTRICT, IN ITS SOLE DISCRETION, SHOULD RE-SERVICE ITS RIGHT TO INSERT ADDITIONAL PROVISIONS, AS NEEDED

RFP NO.: 16-309-AG
FOR

Student and Athletic Accident Insurance Services

Contract Number _____(For Procurement Use Only)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this _____day of _____, 20____, by and between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board," and_____,
(Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR," is as follows:

1. SCOPE OF WORK
The Contractor shall, in a satisfactory and proper manner as determined by the School Board, perform the following:

Nature of Contracted Services: _____

Anticipated Outcome of Contracted Services:_____

Location of Contracted Service: _____

Date(s)/Hours of Service: _____

2. TERM OF AGREEMENT
The Contractor shall commence performance of the Agreement on the ____day of _____, 20__, and shall complete performance to the satisfaction of the School Board no later than the ____ day of _____, 20____. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

3. COMPENSATION
The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed $_____, which shall constitute the amount due under this Agreement. Agreements exceeding $50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE
Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- ☐ one lump sum payment in the amount of $_____ upon completion of services
- ☐ _____ partial payments in the amount of $_____ after/before each _____
- ☐ Please see payment schedule hereto attached and incorporated into this Agreement.

Page 1 of 7 FM-2453 Rev. (6-16)

5. REGULATIONS & ORDINANCES
The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. CONFIDENTIALITY OF STUDENT RECORDS
Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

7. ENTIRE AGREEMENT
It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

8. GOVERNING LAW; VENUE
This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

9. INDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Contractor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

10. DUTY TO DEFEND
The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

11. TERMINATION AND SUSPENSION
The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

12. DEFAULT

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.

b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.

c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.

d) Invoke any other remedy or remedies that may be legally available.

13. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of $10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

14. CLEAN AIR ACT

Contractors awarded contracts in excess of $100,000 must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

15. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

16. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

17. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue a photo identification badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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

18. COMPLIANCE WITH SCHOOL CODE
Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the School Board.

19. CONFLICT OF INTEREST
Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

20. COMPLIANCE WITH BOARD POLICIES
I certify agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

21. ASSIGNMENT
This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

22. DEBARMENT
Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

23. NO GRATUITY POLICY
It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

24. DAVIS-BACON ACT LABOR STANDARDS
The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

25. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES
Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miamidade-fl all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the School Board for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

26. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at www.dadeschools.net Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations.

Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No ☐ Yes ☐ If answer is yes please complete the following:

Name of Director(s) or Officer(s)			
Employee Name		**Current Title with Firm**	**Name of MDCPS Committee, Task Force, Association Served**

27. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor Address. The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: _____
Contact's Name/Title): Attention: _____
Address: _____
_____

School Board's Address. The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Department: _____
Department Director: Attention: _____
Address: _____
_____

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

28. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the School Board's Office of Risk and Benefit Management, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverages. Upon request, "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, Contractor shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board): _____ School Board Attorney - Signature Date	**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** BY: _____Signature (Superintendent of Schools or Designee) _____ (Name Typed) Date: _____
SUBMITTED BY: _____ Charge Location Administrator Signature Date _____ Regional Superintendent/Division Head Signature Date (as applicable) _____ Office of Grants Administration Signature Date (if applicable) **NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).** _____ Risk Management Signature Date	**VENDOR/CONTRACTOR** BY:_____ Signature Name: _____ (Name Typed) (Title) (Date) Address: _____ _____ F.E.I.N. (If organization) _____ School Board Employee: Yes ☐ No ☐ M-DCPS Employee No. _____

SECTION 7.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees
Exhibit 9	Proposal Submittal Receipt Form
Exhibit 10	2016/2017 Student and Athletic Accident Insurance Policy (Mutual of Omaha Insurance Company)
Exhibit 11	Loss Data – 2011/2012 through 2016/2017 (as of January 5, 2017)

Balance of page intentionally left blank

Exhibit 1
Cover Page for Proposal

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON: Name: _____Title: _____		
TELEPHONE: (____) _____	***FAX:*** (____) _____	***E-MAIL ADDRESS*** _____
BIDDER'S ORGANIZATIONAL STRUCTURE: ____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (Explain) _____		
IF CORPORATION: Date Incorporated/Organized:_____ State Incorporated/Organized:_____ States registered in as foreign corporation:_____		
BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT		

Exhibit 2
AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)
FOR SELECTION COMMITTEE PROCEEDINGS (RFP PROCESS)

Firm/Proposer's Name: _____
Address: _____Zip: _____
Business Telephone: (_____) _____
This RFP No.: _____

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations including negotiations under this RFP process:

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations including negotiations before a Miami-Dade County Public Schools' evaluation, selection, technical review or similar committee or subcommittee under the above-referenced RFP process.

For the sole purpose of said Oral Presentations including negotiations under this RFP process, the listed individuals shall not be required to pay any lobbyist registration fees.

Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to the oral presentation, to the M-DCPS Buyer of another fully executed affidavit (this Exhibit 2).

Unless he or she has been listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee on County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this RFP process, individuals who wish to address the School Board or a committee or subcommittee concerning any action, decision or recommendation of District personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist.

Signature of Authorized Representative of Firm/Proposer: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

by_____, a _____, who is personally
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

known to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

Exhibit 3
ACKNOWLEDGEMENT OF AMENDMENTS

I**nstructions:** Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 20__

Addendum #2, Dated _____, 20__

Addendum #3, Dated _____, 20__

Addendum #4, Dated _____, 20__

Addendum #5, Dated _____, 20__

Addendum #6, Dated _____, 20__

Addendum #7, Dated _____, 20__

Addendum #8, Dated _____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Exhibit 4

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____
		Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*: _____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its ☐ headquarters, ☐ manufacturing facility, or ☐ locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. **Mark applicable box and attach support document(s).**
- To be considered for local preference, **a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal**.
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

FM-7138 Rev. (03-13)

Exhibit 5
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July l, 1989.

All Proposers must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.

Bid or Contract No._____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF_____
COUNTY OF_____

Before me, the undersigned authority, personally appeared _____who, being by me first duly sworn, made the following statement:

1. The business addresses of_____ (name of bidder or contractor) is_____.

2. My relationship to _____(name of bidder or contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity as defined in Section 287.133 of the Florida Statues includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contender.

5. I understand that “affiliate” is defined by the statute to mean (l) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is_____. A copy of the order of the Division of Administrative Hearing is attached to this statement.

_____
Affiant’s Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Exhibit 6
PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub Proposer and the client.

Prime Proposer/Sub Proposer:

_____

Client Name:

_____

Address:

_____

Client Contact name:

_____

Title: _____

Phone number: _____

Email: _____

Is Client a School District? (Yes___ No ___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Proposers role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Exhibit 7
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with the School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Proposer does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer.

LEGAL NAME OF AGENCY OR

PROPOSER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

TYPE OF BUSINESS ORGANIZATION:_____

E-MAIL ADDRESS: _____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED_____

TITLE: _____

Exhibit 8

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www2.dadeschools.net/schoolboard/rules, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Proposers are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Policy 6460, which may be accessed on the school website at www2.dadeschools.net/schoolboard/rules all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No ☐ **Yes** ☐ **If answer is yes, please complete the following:**

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name:_____ •		
Name:_____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

EXHIBIT 9
PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this RFP, as well as Procurement Management Services Staff. This form must be included within the timely bid package.

RFP Name and Number:	RFP 16-309-AG Student and Athletic Accident Insurance
RFP Due Date:	Thursday, May 4, 2017
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	