MIAMI-DADE COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS

SEALED BID NO:	**RFP-19-009-CM**
TITLE:	**Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program**
DESCRIPTION:	**The purpose of this Request for Proposals ("RFP") is to obtain Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program for Miami-Dade County Public Schools.**
TERMS:	**Five (5) year initial term with one (1) two (2) year option-to-renew.**
RFP RELEASE DATE:	**Thursday, November 21, 2019**
PRE-PROPOSAL CONFERENCE DATE/TIME:	**Tuesday, December 3, 2019, at 11:30 a.m. EST**
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, December 3, 2019, at 5 p.m. EST**
PROPOSAL DUE DATE/TIME:	**Tuesday, December 17, 2019, at 2 p.m. EST**
PUBLIC OPENING OF BIDS:	**Tuesday, December 17, 2019, at 2 p.m. EST**
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:	**Charisma Montfort Procurement Director Phone: (305) 995-2364 Email:** cmontfort@dadeschools.net

Visit our web site at 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 …….……	24
3.0	Price Proposal ……..…….……	41
4.0	Proposal Format …….…..	43
5.0	Evaluation/Selection Process …….	47
6.0	Proposed Agreement to be Executed with Awarded Proposer …….	51
7.0	Attachments ……...	60

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	Submitted Bid Document Verification Form
Exhibit 12	Historical Claims and Bill Review Data
Exhibit 13	Board Policy 6430, Illness or Injury In-Line-Of-Duty
Exhibit 14	Current TPA Contract

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 to obtain Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program for the District.

The selected Proposer(s) will be awarded a five (5) year initial term with two (2) one (1) year options 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:	Thursday, November 21, 2019
Pre-Proposal Conference date, time and place:	Tuesday, December 3, 2019 at 11:30 a.m. Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132 **1(866) 228-9900 pin#753388**
Deadline for receipt of questions:	Tuesday, December 3, 2019 at 5 p.m. EST Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of proposals:	Tuesday, December 17, 2019 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:	Anticipated March 2020
Projected contract start date:	July 1, 2020

1.4 CONTACT PERSON

The contact person for this RFP is:

Name and Title:	Charisma Montfort Procurement Director
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:	cmontfort@dadeschools.net
Telephone:	(305) 995-2364

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 shallcomplete 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 Charisma Montfort, Procurement Director, at cmontfort@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 one (1) year with three (3), one(1) year options to renew, 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.

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 proposals with all attachments and original signatures.**
- **Eight (8) 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: Charisma Montfort
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.** 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 1.25** below.

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.

1.14 SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link:
https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687

All small/micro, minority/women and veteran certifications must be completed online using the following link: http://oeo.dadeschools.net/certification.asp

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at:
https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be

required to submit monthly compliance reports online at: http://miamidadeschools.diversitycompliance.com. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at OEO@dadeschools.net for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

For more information on getting certified, please contact the Office of Economic Opportunity at (305) 995-1307.

1.15 VENDOR PREFERENCES

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local and state 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 School Board Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.

Definition:LOCAL PREFERENCE:

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 School Board Policy 6320.04.

PROCESS:

STATE PREFERENCE:

When the Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in that state, Florida law requires that the Board shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this State. This preference must be equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the State and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this State shall be five percent (5%).

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.

The School Board Policy may be accessed at: http://www.dadeschools.net/schoolboard/rules/

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITIATION

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
Exhibit 10	Submitted Bid Documentation 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 Procurement Management Services' website http://procurement.dadeschools.net , under the tab, "Notice of Intended Action."

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 Procurement Management Services' website no later than the Friday preceding a regularly scheduled Board meeting. The website address is as follows: http://procurement.dadeschools.net, under the tab of "Notice of Intended Action."

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 18 months from date of termination of award by the Board for a suspension and/or revocation and a period of up to three (3) years for a debarment depending upon the severity of the offense. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320.04, *Contractor Discipline*. 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, *Purchasing.*

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 6320.04, *Contractor Discipline* – 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

In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other school boards, community colleges, Federal agencies, the public or governmental agencies of any state, or from State university system cooperative bid agreements, when the proposer awarded a contract by another entity permits purchases by a school board on the same terms, conditions, and prices (or below such prices) awarded in the contract, and the purchases are economically advantageous to the Board.

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 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 M-DCPS and its members, officers, employees and agent 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 Damage Combined

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:

$ 3,000,000 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.

E. Employee Dishonesty (Fidelity)

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial Crime Coverage Form (ISO CR 00 21) without restrictive endorsements or on a form acceptable to the Board and shall cover Company and Board against loss caused by the dishonesty of employees of Company in connection with the Contract. Coverage will include Employee Theft, Forgery and Alteration, Computer Fraud, Social Engineering, and Funds Transfer Fraud. The minimum limits shall be:

$3,000,000 Each Occurrence

F. Cyber Liability:

Such insurance shall be on a form acceptable to M-DCPS and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made 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:

$ 3,000,000 Each Claim/Annual Aggregate.

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, Employee Dishonesty, and Professional Liability Insurance.

Unless otherwise notified, the certificate of shall be delivered to:

Miami-Dade County Public Schools

Office of Risk and Benefits Management

1501 N.E. 2nd Avenue, Suite 335

Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Gabriela Hernandez at 305-995-7133.

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, as evidenced by an active sunbiz or state corporations search document and/or Certificate of Good Standing. Certification should also be submitted to note that 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 as evidenced by the name and contact information noted on the Exhibit 1 – Cover Page. 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.

1.47 INVOICING AND PAYMENTS

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: School Board of Miami-Dade Co., Account Payable, P.O. Box 01-2570, Miami, FL 33101, referencing the applicable District issued purchase order (PO) number.

Invoice delivery may also be via a PDF or Word Document email to: mdcpsvendorstatements@dadeschools.net. Please note if emailing invoices, DO NOT send a copy via US Mail. Do not ship materials if there is a price or item substitution without authorization. Price must match purchase order price and include only items shipped. Contact buyer for any changes.

1.48 FINANCIAL CLOSEOUT

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time

period. Any payment due under the terms of the resulting contract may be withheld until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

1.49 AMERICAN WITH DISABILITIES ACT

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement.

1.50 POST-AWARD DEBRIEFING

Any bidders/proposers, upon its written request received by the District seven (7) days after a Board award has been made for this said solicitation shall be debriefed and furnished the basis of the selection decision and contract award. The debriefing of successful and unsuccessful bidders/proposers may be done orally and/or in writing, which includes but not limited to a review of tabulation sheet and reasonable responses to relevant questions about the source selection procedures.

1.51 CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 650, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or $10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

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 District is soliciting bids from qualified firms to obtain Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program for the District. Proposals which provide both Workers' Compensation and Third Party Liability claims administration are required. Third Party Liability claims include public officials, employment practices and police professional liability claims.

The District self-insures its Workers' Compensation, General and Automobile Liability. The self-insurance program has been in place for over thirty-five years. The District currently contracts with Gallagher Bassett Services, Inc. to administer the claims within the self-insurance program. The District's Office of Risk and Benefits Management takes an active role in the management of claims.

The selected proposer(s) will be awarded a five (5) year agreement, with two (2) one (1) year options to renew at the District's sole discretion.

2.2 MINIMUM QUALIFICATIONS

<u>Proposers for Workers' Compensation Claims Administration Services must:</u>

- Be authorized as an administrator in the State of Florida;
- Demonstrate experience administering a Workers' Compensation program since 2015 for one client in Florida;
- Demonstrate experience administering the Workers' Compensation program since 2015 for one client with more than 20,000 full time employees; and
- Demonstrate experience since 2015 with one client for whom the Proposer developed and maintained a client specific provider network.

<u>Proposers for Third Party Liability Claims Administration Services must:</u>

- Be authorized as an administrator in the State of Florida; and
- Demonstrate experience administering the third party liability program since 2015 for one Florida public entity client with more than 10,000 full time employees.

2.3 CURRENT STAFFING DESCRIPTION

Currently, the program is staffed as follows. All staff shown below are dedicated to the District's account. (Dedicated staff are staff who work only on the M-DCPS account.)

1 - Branch Manager
1 – Branch Receptionist
1 – Administrative Assistant

Workers' Compensation Staffing
1 - Client Liaison
3 - Supervisors
14 - Claims Adjusters
5 - Claims Assistants
2 - Nurse Consultants
1 – Wellness Coordinator
1 - Network Provider Liaisons
1 – Operations Support Staff

Third Party Liability Staffing
1 - Claim Supervisor
5 - Claim Representatives
1 - Technical Assistant

Total: 38 dedicated staff

In addition, there is a non-dedicated Account Executive.

Both the Claim Supervisor and all Claim Representatives for Third Party Liability are field representatives and additional fees for field work are not acceptable.

2.4 DEDICATED MIAMI-DADE SERVICE OFFICE

A Miami-Dade County based service unit/office with all adjusting and supervisory staff on-site is required. The service office must be a dedicated M-DCPS service office located in Miami-Dade County. (A dedicated M-DCPS service office means <u>all</u> staff in the office ONLY work on the M-DCPS account.)

Proposals should clearly explain the office set-up, outline the timeline for establishing such an office and for staffing such an office. The local dedicated service office should have service hours of 8:30 a.m. to 6:00 p.m. Proposals which include earlier and/or later office hours for some staff members to allow injured workers to return phone calls and communicate with their adjuster in the early morning and evening hours would be preferred.

2.5 STAFFING REQUIREMENTS

Proposals which provide the District input with and approval of specific staffing is required.

Proposals should provide full service to English and Spanish speaking individuals. Proposers should demonstrate that available staff have competence regarding written and verbal communications in Spanish.

Proposals should provide information on any tele-work programs/allowances that are anticipated. Proposals should also describe adjuster promotion, turn-over and education programs. Proposers should address ability to staff during school vacations and holidays.

Proposals are preferred which do not utilize “medical only” and “indemnity” adjuster models but which use a full range (medical only and indemnity) adjuster staff model. Proposers should agree to an average open case load, per adjuster, of no more than 170 cases per licensed adjuster.

Proposers are requested to provide details regarding ongoing training and educational opportunities for licensed adjusters and supervisors. Policies regarding cost of designation programs, like the Certified in Workers’ Compensation (CWC) designation and other similar designation/certification programs, for adjusting and supervisory staff will be preferred.

The current program includes a few “special teams” of adjusters who have more experience with complex or unique claims, such as exposure claims, contagious disease claims, and police force claims. These “special teams” adjusters also handle other claims.

Proposals should clearly outline the dedicated staffing which will be provided. Additionally, provide details regarding any adjuster case-load maximums which will be applied.

In addition to the current dedicated staffing levels, which are considered adequate for the current case-load, Proposers should provide details regarding additional support staffing available for the following services:

1. Legislative Liaisons – to monitor and lobby on State and Federal issues which directly affect employees in the administration of Risk Management/Claims Programs.
2. State Compliance Issues – to oversee State of Florida issues regarding program complicance.
3. MSA Subject Matter Expert – to assist in developing strategies to manage the high cost of MSA projections.

2.6 LEGAL SERVICES MANAGEMENT, INCLUDING BILL REVIEW SERVICES

The Proposer shall recommend a legal services bill review vendor. It is anticipated that the successful Proposer will sub-contract these services. Details regarding the vendor and services should be provided. Pre-agreed upon charges for this services will be acceptable ALAE charges.

2.7 ACCESS TO CLAIM FILES

The Proposer agrees that the District shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills, including images of all relevant documents, in an electronic manner with internet based access available to the District. Access should also be provided to outside legal counsel, field case management nurses and consultants. Proposals should detail how this access to claim files will be provided. The submission evaluation process may include review of the adequacy of proposed systems.

2.8 OWNERSHIP OF CLAIM FILES

The District shall have all right, title, interest, and ownership to all loss statistics and claim files created as a result of the services to be provided by the Proposer. Further, at the sole option of the District and upon ten (10) days written notice, the Proposer shall return such files to the District.

At the termination of the contract, at the sole expense of the Proposer, the Proposer shall provide the District with data in an electronic format. Such data shall be made available in a format generally importable into a commonly recognized database for claims administration services.

2.9 AUDIT OF CLAIM FILES AND PROCEDURES

At the sole option of M-DCPS, Proposer shall agree, at no additional cost to M-DCPS, to any audits conducted by M-DCPS or M-DCPS's designee (hereinafter, "Auditor") of claim files and procedures as they relate to the services under this Agreement. M-DCPS shall have the right to audit during the contract period and for five (5) years following the termination of the Agreement.

Audit of Records

The term "Records," shall mean all documentary and electronic records of TPA and TPA's subcontractors that are related to the services performed under this Agreement including, but not be limited to:

i. Financial records (including accounting records, payroll records, timesheets, audited and unaudited financial statements)
ii. Contracts (including contracts with subcontractors and contracts between subcontractors and others)
iii. Contractor performance data
iv. Network and provider agreements
v. Cost data

At the sole option of M-DCPS, Proposer shall agree, at no additional cost to M-DCPS, to allow Auditor to have access to Records of Proposer and Records of subcontractors for the purposes of reviewing and auditing such Records. Any Records requested for audit or review must be related to the services provided under this Agreement. M-DCPS shall have the right to audit Records during the contract period and for five (5) years following the termination of the Agreement.

Proprietary Documents. To the extent Proposer or subcontractor designates any "Records" requested for audit as "Proprietary Records" (i.e., containing confidential information, trade secrets, or private information), Proposer shall be allowed to limit the access of Auditor such that Auditor will only be permitted to review such Proprietary Records in controlled conditions at a Proposer chosen location in Miami-Dade County, Florida. With respect to such Proprietary Records, Auditor's rights will be limited to on-premises review of such Records and Auditor will not be permitted to retain copies or make reproductions of such Records. Such designation of Records as proprietary by Proposer or subcontractor shall only be made to the extent reasonable grounds exist for Proposer or subcontractor to protect the information contained in such Records.

2.10 TRANSITION PLAN

Proposers should clearly outline how services will transition from the current TPA to Proposer. Include information regarding experience transferring claims data from the current TPA to Proposer, the time needed to effectively and accurately transition, etc.

2.11 PERFORMANCE GUARANTEE STANDARDS

The current Agreement includes Performance Guarantee Standards. These are included as an exhibit to this RFP. Proposers should indicate if they will agree to these standards and if they will agree to the standards with noted deviations.

2.12 SCOPE OF WORK FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

BACKGROUND

The District has been self-insuring its Workers' Compensation program for over thirty-five years. Claims are currently administered by Gallagher Bassett at a dedicated service office located in Miami-Dade County. The District purchases excess insurance. Currently, the retentions are $1,500,000 for workers' compensation and $300,000 for third party liability claims.

The current program is focused on achieving the best medical outcomes for injured workers at the most reasonable cost. To accomplish this, efforts have been initiated and are on-going to partner with the best medical providers in the local community.

In 2013, Miami-Dade County Public Schools was selected as a recipient of two national awards for its work in managing its Workers' Compensation Program. First, M-DCPS was named one of three winners of the National Underwriters' Excellence in Workers' Compensation and Risk Management Award which honors organizations with outstanding loss control, safety and return to work programs. Later that same year, M-DCPS received the Theodore Roosevelt ("Teddy") Workers' Compensation and Disability Management Award from Risk and Insurance Magazine for its work on collaborating with District unions on claims issues. The District has achieved millions of dollars in savings on strategic programs dealing with physician dispending of pharmaceuticals and the insertion of strategic wellness programs to target the health issues of employees with comorbidities.

The current program does not utilize any traditional telephonic nurse management of claims. Medical management services, when needed, are provided by the administrator in the form of two full-time nurse consultants which are a resource to the adjusting staff. For particularly complicated claims, field case management services are out-sourced.

The current program uses a combination of a traditional Workers' Compensation provider network (Coventry) and has developed a proprietary network.

The Mission Statement for the Workers' Compensation Program is:

- M-DCPS is committed to treating injured employees with understanding, caring and respect.

- M-DCPS is committed to providing injured employees with high quality medical care through immediate access to the best medical professionals in the community. One of our primary goals is to continually improve the process of accessing injured employees to the highest quality local medical professionals.

- M-DCPS's commitment to the local medical professional is to trust them to provide the best medical care to our injured employees and to pay their bills quickly and accurately.

- M-DCPS is looking to the local medical professionals to share our commitment to returning workers to active healthy lives as quickly as possible.

- M-DCPS is developing measurements for success and will be asking the local medical professionals to work with M-DCPS to develop success measurements and to continually improve the process of accessing injured workers to the best medical care.

All interactions with injured workers should reflect these values.

M-DCPS believes that the licensed claims adjuster is ultimately responsible for the success or failure of the claims file. As such, the medical management of the Workers' Compensation case is to be the responsibility of the adjuster with appropriate support from medical professionals including, but not limited to, the medical providers, nurse consultants and field case management nurses.

The program includes two (2) full time nurse consultants and one (1) full time Wellness program coordinator. One of the nurses is available as a resource to the adjusting staff. One of the nurses focuses on prescription cost containment and other cost containment issues. The wellness program staff member can be a nurse or other health care/wellness specialist.

COMPLIANCE WITH LAWS AND RULES OF DIVISION OF WORKERS' COMPENSATION

The Proposer shall comply with all federal, State of Florida and local laws applicable to the performance of its obligations under this bid.

It shall be the responsibility of the Proposer to comply with all rules and regulations promulgated by the various state agencies prescribing the practices and procedures of self-insurer service companies. Proposer will be responsible for all required EDI DWC reporting.

Proposer must agree to reimburse the District for payment of any fines, medical or indemnity penalties or assessments assigned by the State of Florida, or other regulatory agency, for failure to comply with such rules and regulations, including EDI reporting, associated with the performance or responsibility of the service company.

SCOPE OF SERVICES

Proposers must agree to provide all of the following services:

- administrative services,
- claims services,
- first notice of injury services,

- claims information system services,
- network access and development services,
- medical bill review and audit services,
- pharmaceutical benefit management services,
- wellness initiative services, and
- contagious disease management program services.

M-DCPS requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified in the submission and throughout the term of the contract.

Proposers must identify all sub-contractors who will be used to provide the services outlined in this RFP. The flat fee paid by M-DCPS must be the only remuneration to the Proposer for services provided to M-DCPS and Proposers must receive no revenue for these services from sub-contractors.

ADMINISTRATIVE SERVICES

Proposers are requested to provide the following administrative services:

1. In accordance with state mandated time frames, prepare (with the District's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.
2. In accordance with state mandated time frames, prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal).
3. Prepare, maintain, and file statistical or other records and reports as required by the District's excess insurers. Report claims to the District's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the reports to the District, including reports demonstrating when 50% of retention has been incurred for all years. Follow specific written investigation procedures for any case for which the Excess Workers' Compensation Insurer requires specific notification or investigation.
4. In accordance with state mandated time frames, prepare, maintain, and file statistical information required by Workers' Compensation Rating Bureaus or appropriate state agencies, including EDI and data necessary for the promulgation of experience modifications.
5. Comply fully with all rules, regulations, guidelines or procedures established by the District and the State of Florida, including EDI.
6. Provide the District, annually, with the latest paylag report from the State of Florida.
7. Recognize that M-DCPS will be continuing a Workers' Compensation program which focuses on respecting the injured worker and the medical providers providing care. Proposers must be committed to work collaboratively with M-DCPS to effect program changes and enhancements.
8. Annually, provide the District with a SOC II Report meeting SSAE-18 standards (or its equivalent) as required by the financial auditors of M-DCPS.

9. Prepare and follow provisions specific to the District, for approval by the District, for ensuring that in the event of an emergency, e.g.; hurricane preparedness, including how Proposers services will continue, how the District's employees will be paid indemnity in advance, and how they will be instructed on obtaining medical care.
10. Provide advance notice and coordinate in advance with the District internal any audits associated with the Workers' Compensation program.
11. Assist the District with its Return to Work program, including identifying return to work opportunities and appropriate use of outside vendors.
12. Provide an annual Stewardship Report summarizing the program.
13. Establish a schedule for quarterly meetings with staff to review the finances of the program and to develop and monitor strategic goals. These meetings are currently refered to as "Quarterly Executive Meetings."

CLAIMS SERVICES

Proposers are requested to provide the following claims services:

1. Establish reporting procedures which are compatible with the needs and organizational structure of the District.
2. Provide necessary forms and instructions for use. Such forms are to include appropriate First Reports of Injury with mailing address of primary recipients preprinted thereon.
3. Provide customer service lines with a 305 or 786 area code for employees, as well as a toll-free line for employees residing outside the 305/786 area code.
4. Develop specific service instructions with the District for the handling of the District's claims. Develop specific service instructions with the District for the handling of the District's catastrophic claims.
5. Conduct such investigation into the specifics of each individual report of employee injury as in the exercise of professional judgment would seem necessary. Enhanced efforts shall be taken to identify possible fraudulent claims including recorded statements from claimants and discussions with the claimant's supervisors.
6. Subject to the exercise of professional judgment, accept and settle or deny all reported claims for employee injuries on behalf of the District in accordance with the applicable Workers' Compensation Law or law of damages. When it appears the final value of any claim will exceed the Board Rule established limit of $15,000, the District shall be notified and the final decision for settlement shall rest with the District. Any settlement is to include preparation and actuation of all necessary stipulations, compromise, and release agreements. All claims will also be handled in accordance with School District Policy 6430 Illness or Injury In-Line-of-Duty—Instruction and Non-instructional (included in RFP exhibits).
7. The District will select and employ outside professionals to assist in the investigation, adjustment, and defense of claims.
    (a) The District has selected specific vendors and pricing schedules for the following services: Legal services, Field Case Management, Translation services, Transportation services, Surveillance and Investigation services, Medicare Set-

Aside services and Court Reporting services. The District retains the right to add additional services to this list.

(b) The Proposer should be able to review all bills for such services for reasonableness and conformity to any pre-established rates or fees and have the ability to adhere to any set pricing schedules.

(c) The Proposer should agree to work collaboratively with these outside professionals, including data sharing, portals and other methods for sharing information.

8. Review all medical bills and bills for other services for which a claim is being made for reasonableness and appropriateness.
9. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
10. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file will provide an updated written file note within 48 hours after the hearing, deposition, mediation or other proceeding.
11. At the request of the District, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to the Risk and Benefits Officer or the designee thereof.
12. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of the District.
13. Periodically as appropriate, but at least every quarter, review all open cases and complete a strategic action plan in order to assist in the settlement of the cases. Such written reviews shall include a review and verification of outstanding reserves. Participate in quarterly reviews of field case management progress and legal progress. A written summary of the review shall be documented in the open case file and shall be provided to the District within ten working days after the end of the period for which the report is being made.
14. Provide access to rehabilitative services for injured employees including consultation for retraining or reassignment of employees with limited physical performance arising from covered injuries.
15. The supervising adjuster shall meet with the District's Risk and Benefits Officer or the designee thereof, to consult with and refer all questionable or contested cases or those with an estimated value in excess of $15,000.
16. Aid in communications/coordination with the District's safety and accident prevention program staff as necessary including providing claims data needed to target safety and prevention initiatives.
17. Conduct adequate, timely and complete 24 hour contact for the investigation of claims regardless of exposure (24 hours from first notice to WC management organization, not 24 hours from when adjuster received). Three point contact will include contact with the injured worker, the injured workers' supervisor and any witnesses to the injury.
18. Conduct index checks on injured workers as appropriate.
19. Document and establish reserves on a periodic basis for all claims. Use an external source to periodically review the adequacy of reserve setting.

20. Pay vendor bills (attorneys, surveillance, etc.), within 20 days.
21. Monitor the purchase of items deemed to be medically necessary for the accommodation of an injured employee. Advise the Risk and Benefits Officer, or designee, of all purchases over $2,500 and obtain approval from the Risk and Benefits Officer, or designee, for those items with a cost greater than $5,000.
22. Follow all provisions of Florida Statute in regard to medical benefit entitlement and administration.

FIRST NOTICE OF INJURY SERVICES

First Notice of Injury reports are currently taken telephonically by a sub-contractor of the claims administrator, Seltzer and Associates.

Proposers are requested to provide the following administrative services:

1. Provide 24 hour telephonic claim reporting and intake capabilities. Staff providing this service must be Miami-Dade County based. Send First Notice of Injury to the State of Florida in a timely manner. Proposers must accept responsibility for penalties for late notice to the State of Florida when caused by other than the delay of M-DCPS.
2. Receive and examine on behalf of the District all reports of employee injury claims. Refer injured workers to appropriate medical services, and as appropriate and based upon pre-established criteria agreed upon by the District, provide immediate referral to specialty medical providers for injuries. Review each reported injury for indication that the injured worker has had a previous workers' compensation claim. When appropriate for more severe claims, immediately contact claims administration staff to engage and send out field case management nursing on claim.
3. Coordinate data between first report of injury and claims administration system. Newly reported injuries should be in the claims system as a claim within 24 hours of report.
4. Work with District staff to improve the school/site based process for the call in of first reports of injury. If in the description of the injury, it is noted that a student/child was exposed to blood, the claims administrator should notify M-DCPS of the event so that M-DCPS can notify the school to be sure that, as appropriate, parents are notified.

Proposers should indicate whether a subcontractor will provide this service. If this service is subcontracted, proposers should allow the subcontractor adequate access to their system to input notice of injury data. Proposals will be considered which continue the use of the current subcontractor for this service or which propose a change.

CLAIMS INFORMATION SYSTEM SERVICES

The Proposer shall provide the District with the ability to access comprehensive on-line real-time electronic claim information data, including reporting capabilities, at no additional cost to the District.

The Proposer shall provide the District with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to the District. The Proposer will provide ad-hoc reports as agreed between the parties. Proposer should maintain data with location and region coding so reports can be provided showing claims data by location and by region.

The Proposer should provide access to information system to designees of the District, including consultants, defense counsel, field case management nurses, and the Board Attorney's Office.

Periodically, the Proposer's information systems and the School District's systems should transfer data. Proposer should have sufficient IT staff to coordinate routine data transfers.

Proposer is responsible for maintaining adequate privacy and security controls on data.

The Proposer agrees that the District shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet based access available to the District. Proposals should detail how this access to claim files will be provided.

The proposal evaluation process will include review of the adequacy of proposed systems and user friendly enhancements, such as dashboards and simple links to information. Proposers should provide information on how they utilize predictive analytics to assist in the claim management process.

Proposers should detail other technology focused innovations, such as smart phone applications available to injured workers, that are being used.

NETWORK ACCESS & DEVELOPMENT SERVICES

Proposers are requested to provide the following network access and development services:

1. Provide the District access to a provider network that contains appropriate providers. The District is interested in working with the Proposer to assure that high quality providers, particularly in key specialties, are encouraged to participate in the network and who contractually agree to preferred appointment setting criteria, reporting and standards to best address the medical and rehabilitative needs of the District injured employees. Key specialties include but are not limited to, orthopedics, neurology, neurosurgery, occupational medicine specialties, pulmonology, infectious disease specialists, ear/nose/throat specialists, allergists, psychiatry and psychology.
2. Assist the District in the development of a client specific outcome based network of key providers, particularly in key specialties. Provide contracting and credentialing services required to develop and maintain this client specific network. Provide on-going provider evaluation services and on-going credentialing services for network. Provide a local provider relations staff member. Develop and maintain combined directory of customized and traditional providers. Update provider directory on a quarterly basis.
3. Provide peer review and utilization review services, as appropriate. Attend and participate in quarterly meetings regarding the network. (These are currently refered to as the QA meetings.)
4. Provide reporting regarding network access, provider costs and outcomes.

MEDICAL BILL REVIEW AND AUDIT SERVICES

Proposers are requested to provide the following medical bill review and audit services:

1. For Medical Bill Review:
   (a) Promptly review medical/surgical bills (in and out of network) for accuracy including, but not limited to, as they relate to the following:
      (i) Duplicate billings
      (ii) Unbundling of charges
      (iii) Upcoding of charges
      (iv) Approval and appropriate precertification.

   (b) Review all medical bills that:
      (i) Are not subject to fee schedule coding
      (ii) Are for services not specifically addressed in the fee schedule
      (iii) Need an in-depth medical interpretation of the rules and regulations
      (iv) In the exercise of professional judgment, specifically warrant review.

   (c) At the request of M-DCPS, coordinate and engage independent Hospital Audits for hospital payments of over $50,000 for line item review of charges with criteria agreed upon with M-DCPS. (Charges for these audits, when approved by M-DCPS, will be acceptable Allocated Loss Adjustment Expenses (ALAE).)

2. EXTERNAL Medical Auditing Services. Proposers should retain independent medical bill review audit services. Bill Review Audits should be semi-annual. Bill Review Audits should include thorough review of invoices and bill review process for, at minimum:

   a. All inpatient hospital bills where over $10,000 was paid

   b. Other medical invoices so that, in total, at least 100 bills were reviewed

   c. Successful proposer will work with M-DCPS to develop strategy for these audits. Audit reports should be provided within 90 days of completion of semi-annual period.

3. Quarterly provide reporting and reimburse the District for any overpayments made in the bill review process, within 30 days of identification of overpayment. Reimburse the District for any penalties and/or interest associated with inaccurate payments.

PHARMACEUTICAL MANAGEMENT SERVICES

The Proposer shall recommend a prescription benefit management (PBM) vendor. It is anticipated that the successful Proposer will sub-contract these services. Details regarding the PBM's services should be provided, including access, utilization review services, coordination of claims data and reporting.

The District is seeking a TPA who through its medical management program has the ability to manage physician dispensed prescriptions through its proprietary provider contracts, has the ability to develop client specific formularies, implement hard stops for specific compound and other prescriptions, and a PBM who can actively manage the cost of pharmaceuticals.

Proposers are requested to describe your experiences with these issues and to detail solutions, including relationships and PBM penetration guarantees.

Other PBM initiatives, such as use of lower cost OTC drugs, should be detailed and will be considered.

WELLNESS INITIATIVE SERVICES

M-DCPS is looking to Proposers to present innovative and proactive ideas to advance the current wellness initiatives of the Workers' Compensation Program. Currently, the program dedicates one full time wellness staff to coordinate comorbidity needs of injured workers. Coordination occurs between the Workers' Compensation Program, the Health Plan and other employee benefits, when applicable, and other community services. M-DCPS recognizes that less healthy employees are more likely to be injured on the job and will have a more difficult time healing from an injury.

The current program is titled "Rebuilding Me." A summary of the program, including its successes, is available on Instagram #RebuildingmeMDCPS. M-DCPS is requesting that Proposers dedicate a fund of, at a minimum, $300,000 annually to wellness initiatives. These initiatives should be proactive and address the health and fitness of employees BEFORE an injury. M-DCPS is interested in continuing initiatives in the Transportation Department and expanding the program to other departments and/or select high schools.

Wellness initiatives will be coordinated with current health plan wellness initiatives and safety initiatives.

CONTAGIOUS DISEASE MANAGEMENT SERVICES

The Proposer should assist the District in the investigation of and management of the contagious disease management program. When an employee contracts a contagious disease for which there is a high likelihood that the disease exposure occurred on the job, the Board policy is to treat the illness as a workers' compensation claim. The administrator will be expected to assist in the investigation of these situations, provide quarterly (or more often, at the request of the District) reporting regarding these situations, as appropriate provide disease management services and manage these claims as workers' compensation claims.

2.13 SCOPE OF WORK FOR THIRD PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES

BACKGROUND

The District has been self-insuring its third party liability program for over thirty years. Claims are currently administered by Gallagher Bassett at a dedicated service office located in Miami-Dade County. Third party liability claims include general liability, automobile liability and physical damage including subrogation, school board leaders errors and omissions, employment practices liability, and police professional claims.

SCOPE OF SERVICES

Proposers must agree to provide all of the following services:

- Administrative services,
- Claims services, and
- Claim information services

M-DCPS requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified in the submission and throughout the term of the contract.

Proposers must identify all sub-contractors who will be used to provide the services outlined in this RFP. The flat fee paid by M-DCPS must be the only remuneration to the Proposer for services provided to M-DCPS and Proposers must receive no revenue for these services from sub-contractors.

ADMINISTRATIVE SERVICES

Proposers are requested to provide the following administrative services:

1. Prepare (with the District's assistance) and file with the appropriate state agencies all applications, bonds, documentation, and data required (if any) for implementation and continuance of the program.

2. Prepare, maintain, and file all records and reports as may be required by legal authorities (state, local, and federal) including Form 1099 and all reporting required for Medicare Secondary Payor provisions.

3. Prepare, maintain, and file statistical or other records and reports as required by the District's excess insurers.

4. Prepare, maintain, and file statistical information required by Rating Bureaus or appropriate state agencies.

5. Comply fully with all rules, regulations, guidelines or procedures established by the District and the State of Florida.

CLAIMS SERVICES

Proposers are requested to provide the following claims services:

1. Establish reporting procedures which are compatible with the needs and organizational structure of the District.

2. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon. Coordinate with all M-DCPS locations to assure that all have appropriate forms and aware of reporting requirements.

3. Be available on a 24 hour basis, and provide immediate response to claims investigation requests through use of email or cellular telephones.

4. Provide customer service lines with a 305 or 786 area code for employees, as well as a toll-free line for employees residing outside the 305/786 area code. Within the schools themselves, employees do not have access to dial a 1-800 number, the number should be a 305 number.

5. Prepare and follow a work plan that has been approved by the District in the handling of the District's claims. Prepare and follow a work plan that has been approved by the District in the handling of the District's catastrophe claims.

6. Receive and examine on behalf of the District all reports of third party claims including claims by an employee of one Insured against another Insured.

7. Report claims to the District's excess/insurance insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to the District. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

8. Within 24 hours after notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two working days after notification of any other third party claim, contact the claimant by telephone or in person.

9. Subject to the exercise of professional judgment, accept and settle or deny all third party claims on behalf of the District. When it appears that the claim is questionable or contested or the final value of any claim will exceed a Board Rule established limit of $15,000, the District shall be notified and the final decision for settlement shall rest with the District or its designee. Any settlement is to include preparation and actuation of all necessary compromise and release agreements.

10. Conduct such investigation as in the exercise of professional judgment would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

11. The District will select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.

    (a) The District has selected specific vendors and pricing schedules for the following services: Translation services, Transportation services, Surveillance and Investigation services, Medicare Set-Aside (CMS) services and Court Reporting services.

    (b) The Proposer should be able to review all bills for such services for reasonableness and conformity to pre-established rates or fees and have the ability to adhere to any set pricing schedules.

    (c) The firm with whom the District contracts should agree to work collaboratively with these outside professionals.

    The District will be involved in the selection process for such outside professionals and will be involved in establishing effective utilization decision making criteria.

12. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

13. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the District shall provide a written report to the District within ten working days after the hearing, deposition, mediation or other proceeding. The adjuster handling the claim file will provide an oral report to the District within ten working days after the hearing, deposition, mediation or other proceeding.

14. Pay in a timely fashion all claims and expenses pertaining to the District's claims.

15. At the request of the District, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from other sources.

16. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity on behalf of the District. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the District for Automobile Physical Damage losses.

17. Periodically as appropriate, but at least every six (6) months, review all open cases in and complete a strategic action plan in order to assist in the settlement of the cases. Such written review shall include a review and verification of outstanding reserves. A written summary of the review shall be documented in the open case file and shall be provided to the District within ten working days after the end of the period for which the report is being made.

18. Document, establish, and review reserves on a periodic basis for all claims. Use an external source to, at a minimum, annually review the adequacy of reserve setting.

19. The supervising adjuster shall meet with the District's Risk and Benefits Officer or the designee thereof, to consult with and refer all questionable or contested cases or those with an estimated value in excess of $50,000.

20. Aid in communication/coordination with the District's safety and accident prevention program staff as necessary including providing claims data needed to target safety and prevention initiatives.

CLAIMS INFORMATION SYSTEM SERVICES

The Proposer shall provide the District with the ability to access comprehensive on-line real-time electronic claim information data, including reporting capabilities, at no additional cost to the District.

The Proposer shall provide the District with regular monthly reports, as agreed upon by the parties, in such a format as is acceptable to the District. The Proposer will provide ad-hoc reports as agreed between the parties. Proposer should maintain data with location and region coding so reports can be provided showing claims data by location and by region.

The Proposer should provide access to information system to designees of the District, including consultants, defense counsel, and the Board Attorney's Office.

The Proposer agrees that the District shall have real-time access to all claim files, including all adjuster notes, supervisory notes, field case management notes, diary items, payment records, medical bills and expense bills in an electronic manner with internet based access available to the District. Proposals should detail how this access to claim files will be provided.

The proposal evaluation process will include review of the adequacy of proposed systems and user friendly enhancements, such as dashboards and simple links to information will be favored.

Proposers should detail other technology focused innovations, such as smart phone applications available, that are being used.

2.14 REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer should include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. 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 or evidience of the license should be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
c. Written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via e-mail messages		
d. Full compliance with Insurance Requirements, including providing Certificate of Liability Insurance, naming Miami-Dade County Public Schools as ADDITIONAL INSURED, upon notification of award.		
e. **Three (3)** references for organizations of comparable size and complexity to M-DCPS, with a minimum of 5 years experience. **This must be documented on the Excel Response Workbook.**		
f. Copy of SBE/MBE Certificate, if applicable		
g. Submission of all documents/plans stated in Section 2, Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal and the required forms and attachments, as stated in Section 6 of this RFP.		

SECTION 3.0 - PRICE PROPOSAL

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

Proposer must complete the Pricing Tab in the Excel Response Workbook 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 WORKER'S COMPENSATION AND THIRD PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES

Proposer shall offer all of the elements of this RFP and meeting all service requirements and specifications listed within this RFP. Proposals are requested to provide flat, annual fees for the following services:

- A Miami-Dade County based dedicated service office with all adjusting and supervisory staff on-site;
- All requested staffing;
- Administration of all new and all old claims for the life of the contract plus an additional 180 days;
- The winning proposer should timely convert all old claims data into their system so that the information is accessible;
- Miami-Dade County based first notice of injury reporting services (if sub-contractor used, sub-contractor must be approved by District and paid for by Proposer);
- All bill review services, including services to reprice District specific pricing agreements with medical and other service providers;
- Access to internet based information system, including all reports required and agreed upon by the parties;
- All indexing;
- All subrogation services (except approved legal involvement on specific claims);
- All Medicare MMSEA reporting;
- Wellness Initiatives;
- Prescription benefit management (PBM) services;
- All provider network access; and
- Network development services, including contracting and credentialing assistance.

Fees should be payable in 12 equal monthly installments.

Proposals will not be considered which include variable pricing for any of the above noted services. No Allocated Loss Adjusting Expenses, or similar claim charges will be considered for any of these services. Fees must include the taking over of all old claims.

Both the Claim Supervisor and all Claim Representatives for Third Party Liability are field representatives and additional fees for field work are not acceptable.

M-DCPS requires full and total transparency in its vendor relationships. Therefore, any commission, service fee or other form of remuneration paid to any agent, broker, lobbyist or third party must be identified in the submission and throughout the term of the contract.

Proposers must identify all sub-contractors who will be used to provide the services outlined in this RFP. The flat fee paid by M-DCPS must be the only remuneration to the Proposer for services provided to M-DCPS and Proposers must receive no revenue for these services from sub-contractors.

OBLIGATIONS NOT TERMINATED BY CONTRACT PERIOD

The Proposer shall be required to provide service on all claims occurring during the contract period and until six (6) months after the termination of the contract (including renewals, extensions or replacements thereof), all legally required reports for the contract period rendered, and all required reports to appropriate agencies. The Proposer's proposed fee shall include the full consideration for such continuing obligations and, except as noted herein, no additional consideration shall be due for such obligations which extend beyond the contract period.

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by the District to procure any product in any volume.

For this Section 3.3 - 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.

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

   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 & Supplier Diversity

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 three (3) references whereby your company has successfully provided services requested within this RFP.

In compliance to Board Policy 6320.02, Small/Micro, Minority/Women-owned and Veteran Business Enterprise programs, each bidder must provide its' firms supplier diversity program plan, which details its commitment to small, micro and minority businesses.

6) Price Proposal

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 and Additional Pricing Incentives

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 certification and verified by the OEO office, may be eligible for points, based upon the goal setting committee's recommendation. Evidence of certification must be submitted with the Proposal.

In addition, Board Policy 6302.06, Diversity, Equity and Inclusion in Business Operations and Practices provides additional administrative directives/pricing incentives to maximize small/local firms participation and award in various soliciations. These firms, who obtain pricing incentives through the completion of additional vendor programs, may be eligible for 5 point/percentages. Evidence of program completion may 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
Exhibit 10	Submitted Bid Document Verification 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 proposals and eight (8) electronic versions on CD or USB drive in Microsoft Word, Excel or PDF format. Please submit Excel Response Workbook in Excel format. 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.

In addition to the below label, all bidders MUST attach Exhibit 9, Proposal Submittal Receipt Form to the outside of the proposal.

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: Charisma Montfort
Procurement Director
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

RFP No.: RFP-19-009-CM
RFP Title: Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program
Proposal Due Date: Tuesday, December 17, 2019 by 2 p.m. EST (local time)

Balance of page intentionally left blank

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 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

The Selection Committee will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. 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 Selection Committee. Please note, the Selection Committee members will review all proposals, based upon the criteria listed below, and may determine to complete a consensus vote or rank to determine proposals within the competitive range for additional evaluation up to and including oral presentations and/or product demonstrations.

The following criteria will be evaluated when ranking the proposals:

Criteria for Evaluation	Available Points
Technical Qualifications (40 Points Total) (See description at Section 2.0)	
Ability to Perform Scope of Services, including but not limited to transition plan, performance guarantee standards, and all other requested services	20
Ability to Provide Provider Network Development Support	10
Information System	10
Price Considerations (30 Points Total) (See description at Section 3.0)	
Annual Cost	30
Proposer Qualifications including Corporate Past Performance & Key Personnel (25 Points Total) (See description at Section 4.0 # 6.)	
Corporate Experience & Key Personnel Experience	10
Proposed Staffing	10
References	5
Small Business Enterprise/MBE participation for prime or subcontractor	5
Total Points	**100**

5.3 NEGOTIATIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSALS

The Selection 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 Value.* 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. The Selection Committee will review all proposals to determine the best value for the District.

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 RFP. No other factors or criteria shall be used in the evaluation.

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

The Remainder of this Page was left Intentionally Blank.

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.: RFP-19-009-CM
FOR Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program

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 body corporate and politic, existing under the laws of the State of Florida hereinafter referred to as the "School Board," and _____ whose principal address is _____, (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 Agreement shall be effective upon execution. 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. Procurement Authority to enter into this Agreement shall be _____.

Page 1 of 9 FM-2453 Rev. (12-18)

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.

5. 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"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

6. GOVERNING LAW; VENUE; ATTORNEYS' FEES
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. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

7. 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 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.

8. 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.

9. ADA COMPLIANCE
Contractor agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Contractor agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Contractor further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Contractor's failure to comply with this requirement.

10. 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.

11. 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.

12. 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. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

13. 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.

14. COMPLIANCE WITH BOARD POLICIES
I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 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. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594).

15. 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.

16. CLEAN AIR ACT
Contractors awarded contracts in excess of $150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387)..

17. 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").

18. EQUAL EMPLOYMENT OPPORTUNITY
Contractors awarded contracts involving Federal Funds 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).

19. 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. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201).Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37.

20. BYRD ANTI-LOBBYING
Contractors awarded contracts in excess of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. 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.

22. 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.

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. 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. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.

25. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, M/WBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement.

Compliance, Monitoring and Reporting of Subcontractors - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided http://miamidadeschools.diversitycompliance.com. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

26. 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 Superintendent 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

27. 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

28. 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.

29. 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 ("Notice").

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

Contractor: _____
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

30. INSURANCE REQUIREMENTS

Prior to commencement of work under the agreement, the Contractor shall obtain and maintain without interruption the insurance as outlined below. The Contractor agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, 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: $ 100,000 Each Accident
$ 500,000 Disease - Policy Limit
$ 100,000 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:
$ 1,000,000 General Aggregate

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

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

C. **Automobile Liability Insurance**

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

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

If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage:

Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Contractor 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

If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance:

Cyber Liability Insurance

Contractor shall maintain Cyber Liability insurance with limits of not less than $1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. 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.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

31. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation. The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

32. 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. Contractor represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Contractor represents that the execution, delivery and performance of this Agreement by the Contractor has been fully and validly authorized by all necessary corporate action.

SUBMITTED BY:	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
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).**	BY: _____ Signature (Superintendent of Schools or Designee) (Name Typed) Date: _____
APPROVED AS TO RISK AND BENEFITS (as to the School Board): Risk Management Signature Date **APPROVED AS TO PROCUREMENT AUTHORITY** (as to the School Board): Procurement Management Signature Date **APPROVED AS TO FORM AND LEGAL SUFFICIENCY** (as to the School Board): School Board Attorney - Signature Date	**CONTRACTOR** Legal Name of Contracting Party 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

Balance of page intentionally left blank

Exhibit 1
Cover Page for Proposal

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address:_____

City, State, Zip:_____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(_____) _____	(_____) _____	_____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____Partnership ____Proprietorship ____Joint Venture

____ Other (Explain):_____

IF CORPORATION,
Date Incorporated/Organized:_____

State Incorporated/Organized:_____

States registered in as foreign corporation:_____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

Signed By:_____ Date:_____

Print Name: _____ Title: _____

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.

For Department Use Only:

_____ _____

PMS Staff Name/ Signature *Date*

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. As stated in Section 4.3, please complete the following form and attach the form to the outside of your firm's bid response.

RFP Name and Number:	RFP-19-009-CM Third Party Administration (TPA) Services for the Self Funded Workers' Compensation and Liability Program
RFP Due Date:	
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:	

EXHIBIT 10
SUBMITTED BID DOCUMENT VERIFICATION FORM

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
h. 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. Noncompliance with this condition may cause the bidder not to be considered for award.		
i. Copy of current registration with the Florida Dept. of State, Division of Corporations to conduct business in the State of Florida or applicable home state.		
j. **Three (3)** references letters from organizations of comparable size and complexity to M-DCPS. **This must be documented on Exhibit 5 or 6, Bidder Experience form, whereby each bidder uses one form per reference.**		
k. Submission of all documents/plans stated in Section 2, Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal and the required forms and attachments, as stated in Section 6 of this RFP.		

Please sign below confirming all items noted above are included in your submission.

_____ _____
Signature of Proposer's Authorized Representative *Title*

_____ _____
Printed Name *Date*

For Department Use Only:

_____ _____
PMS Staff Name/ Signature *Date*