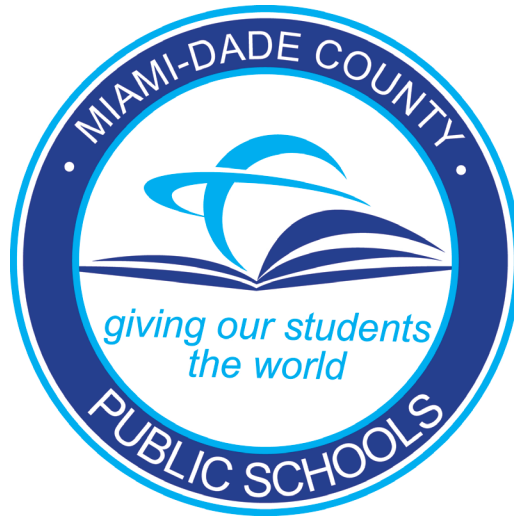


**THE SCHOOL BOARD  
OF  
MIAMI-DADE COUNTY, FLORIDA**



**REQUEST FOR PROPOSALS  
FOR  
DISTRICT HEALTHCARE BENEFITS PROGRAM**

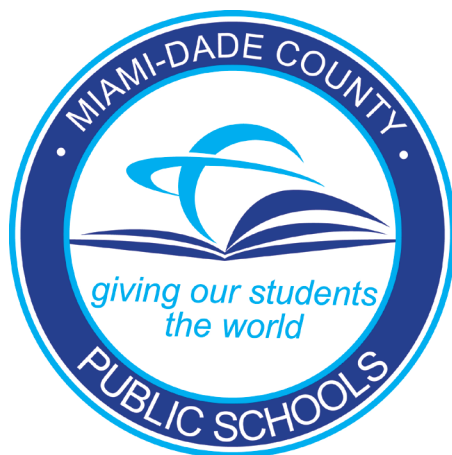
**Website:** <http://procurement.dadeschools.net/bidsol/asp/undercone.asp>

**PROPOSAL RETURN DATE: July 17, 2014 *by 2:00 PM (EST)***

**RFP NUMBER: 040-PP10**

**Release Date: June 19, 2014**

# **Miami-Dade County Public Schools**



## **School Board Members**

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**Dr. Lawrence S. Feldman, Vice-Chair**  
**Dr. Dorothy Bendross-Mindingall**  
**Ms. Susie V. Castillo**  
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**Dr. Martin S. Karp**  
**Dr. Marta Pérez**  
**Ms. Raquel A. Regalado**

**Krisna Maddy, Student Advisor**

## **Superintendent of Schools**

**Mr. Alberto M. Carvalho**

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## **SECTION I: INTRODUCTION**

## **SECTION I:**

### **INTRODUCTION AND BACKGROUND**

#### **DESCRIPTION OF EMPLOYEE BENEFIT PROGRAM**

Miami-Dade County Public Schools is the fourth largest school system in the United States. Regular student enrollment is approximately 346,000 with 36,000 benefit eligible employees using more than 401 school facilities. Total benefit eligible full and part-time employees and retirees number approximately 50,000. The majority of these employees are instructional personnel assisted by clerical and custodial personnel. These three groups comprise the largest segments of full-time staff members. M-DCPS also offers group medical coverage to retirees. Currently there are approximately 1,400 non-Medicare eligible retirees enrolled in the group medical program. Currently, M-DCPS has over 3,012 Medicare-entitled retirees enrolled in an M-DCPS sponsored plan with a substantial percent of this population residing in Florida.

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

For more information regarding M-DCPS, go to <http://www.dadeschools.net>.

A comprehensive employee benefits program has been designed to retain current employees and recruit potential new employees to M-DCPS. A majority of M-DCPS employees are covered by a collective bargaining agreement, as there are five labor organizations representing M-DCPS employees and two professional organizations consisting of:

#### ***Labor Unions***

- United Teachers of Dade (UTD)
- American Federation of State, County, and Municipal Employees (AFSCME)
- Dade County Schools Maintenance Employee Committee (DCSMEC)
- Fraternal Order of Police (FOP)
- Dade County School Administrators' Association (DCSAA)

#### ***Professional Organizations***

- Confidential Exempt Personnel (CEP)
- Dade Association of School Administrators (DASA)

Proposers may be asked to modify plan designs for some or all of the labor unions as agreed to by M-DCPS through the collective bargaining process. In other words, plan offerings and designs may vary by labor union. Proposers must demonstrate their ability to administer such a program.

## **REQUIREMENT FOR COLLECTIVE BARGAINING**

Pursuant to contractual provisions, the School Board must enter into collective bargaining for employee benefits related to plan design and employer contributions. The current self-funded platform allows the School Board to select an ASO vendor to manage the self-funded healthcare program(s), with specific plan designs to be determined through the collective bargaining process.

It is staff's intention to begin collective bargaining sessions with all employee unions regarding plan design and employer contributions for programs to become **effective January 1, 2015**. At the same time, staff will be completing its due diligence on the selection of a vendor or vendors to administer the plan(s) through the Superintendent's Ad-Hoc Insurance Committee.

## **PROPOSER SUBMISSION REQUIREMENTS**

The following describes the anticipated proposal process, timing, expected response format, requirements for interaction regarding questions, and contract information.

**M-DCPS reserves the right to waive informalities in any proposals, to reject any and all proposals in whole or in part, and to accept that proposal, if any, which in M-DCPS' judgment will be in its best interest.**

Your responses to this RFP and any subsequent correspondence related to this proposal process would be considered part of the contract, if one were awarded to you. In the event of a discrepancy among the contract, the RFP and subsequent correspondence, and the proposals, the order of preference in the documents shall be as follows:

1. The language in the contract;
2. The language in the RFP and any subsequent Addenda;
3. Subsequent correspondence; and
4. The language in the proposals.

This RFP is intended to:

- Gather information about Proposers;
- Facilitate network accessibility analysis and review; and
- Procure formal financial/rate quotations.

## **WRITTEN QUESTIONS/CLARIFICATIONS**

Questions, requests for additional information or clarification concerning the RFP or its attachments can be directed to Mr. Scott B. Clark, Risk and Benefits Officer, Office of Risk and Benefits Management at Miami-Dade County Public Schools, at the address and/or fax number provided below. Please submit all questions in **writing** by 3:00 p.m. on June 27, 2014 to:

Scott B. Clark, Risk and Benefits Officer  
Office of Risk & Benefits Management  
Miami-Dade County Public Schools  
1501 NE 2<sup>nd</sup> Avenue, #335



Miami, FL 33132  
Fax: (305) 995-7170  
Email c/o Abraham Gomez: [agomez@dadeschools.net](mailto:agomez@dadeschools.net)

If reasonably available and relevant, such additional information will be made available to all Proposers by an addendum to the RFP. Addendums, if issued, will be available at <http://procurement.dadeschools.net/bidsol/ASP/undercone.asp>.

### **ROLE OF CONSULTANT**

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

### **ANALYSIS SCHEDULE**

Submissions will be analyzed by the Office of Risk and Benefits Management, in conjunction with the Board's consulting firm, Aon Hewitt. A Superintendent's Ad-Hoc Insurance Committee will be convened to review the submissions received. Recommendations for the selection of District Healthcare Benefits Program will be made to the Superintendent of Schools and the School Board. It is anticipated that final recommendations for the award of these coverages will be brought to the School Board meeting in September 2014.

### **SUPERINTENDENT'S AD-HOC INSURANCE COMMITTEE**

Pursuant to School Board Policy 6332 - Professional Service Contracts for Insurance or Risk Management Programs, an Ad-Hoc Committee will review received proposals and make recommendations to the Superintendent, which upon approval will be taken to the School Board for final approval.

The Ad-Hoc Insurance Committee will consist of the following individuals:

Chief of Staff  
Associate Superintendent/Chief Financial Officer, Office of Financial Services  
Deputy Chief Financial Officer, Office of Financial Services  
Chief Human Capital Officer, Office of Human Capital Management  
Chief Operating Officer, School Operations  
Risk and Benefits Officer, Office of Risk and Benefits Management  
Economic Development Officer, Office of Economic Development  
Employee Benefits Director  
Benefits Manager, Miami-Dade College

Resource Persons: Board Attorney's Office  
Board's Employee Benefits Consultant  
Office of Procurement Management Services

This committee will meet to discuss their analysis and prepare a written recommendation to the Superintendent of Schools. Committee members will be instructed to neither meet with

Proposers nor discuss proposals received in conjunction with the RFP pursuant to the provisions of Board Policy 6325 - Cone of Silence.

### **RFP TIMELINE**

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

Task	Timeframe
M-DCPS releases RFP to vendors	June 19, 2014
Pre-bid conference	June 26, 2014
Written questions due to M-DCPS	June 27, 2014
Proposals due	July 17, 2014
Ad-Hoc Committee Meetings, including Interviews (if needed)	August, 2014
Recommended Board Action	September 3, 2014
Contract Effective Date	January 1, 2015

### **PRE-BID CONFERENCE**

A non-mandatory pre-bid conference has been scheduled for June 26, 2014 at 8:00 a.m., in the Auditorium of the School Board Administration Building, located at 1450 N.E. 2nd Avenue, Miami, FL 33132, which Bidders may attend at their option.

### **OPTION FOR “PIGGYBACKING” ON THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA’S CONTRACT**

Pursuant to the terms of Section 287.056, Florida Statutes, agencies shall and eligible users may, purchase commodities and contractual services from purchasing agreements and state term contracts procured, pursuant to Section 287.057, Florida Statutes, by the department.

The School Board of Miami-Dade County, Florida and the Miami-Dade County Board of County Commissioners are exploring strategic opportunities for collaboration on initiatives which would be beneficial to both entities. Healthcare and employee benefits are among the potential strategic initiatives that the two bodies are exploring. Proposers should be aware that the Miami-Dade County Board of County Commissioners may exercise its option to utilize existing healthcare administration contracts entered into by the School Board of Miami-Dade County, Florida, through the Request for Proposal (RFP) process that the School Board of Miami-Dade County, Florida is currently undertaking. Such an option would be solely for the administration aspect of the contracts, and would not include commingling of self-funded healthcare claims or joint underwriting of any employee benefit program which is on a fully insured basis. The School Board of Miami-Dade County, Florida agrees to the successful bidder extending the pricing, terms and conditions of the proposals or resultant contract to the Miami-Dade County Board of County Commissioners.

**EMPLOYEE HEALTH CENTER (CLINIC)**

During Calendar Year 2014, The School Board of Miami-Dade County, FL will open its first Employee Health Center (clinic) at Miami Jackson Senior High. The Board's current ASO has set up a Client Specific Network with specific claim and discount arrangements. It is the intent of the Board through this Request for Proposal (RFP) to maintain a Client Specific Network (CSN) with the successful proposer to manage and process the claims that emanate from this Center. The proposer must be willing to create and maintain a Client Specify Network for any future medical facilities throughout the term of the upcoming contract.

**MEDICARE HEALTH PLAN OPTIONS**

The Independent Benefits Council (IBC) released a Request for Proposal (RFP) seeking competitive bids for a statewide initiative to provide a Medicare program for school districts in Florida. The initial RFP was issued on behalf of six districts with the intent to add additional districts. The IBC election committee has met and reviewed the RFP responses. Upon receipt and review of Medicare Reponses to this RFP (#040-PP10) the School Board reserves the right to choose the most favorable options between both proposals (IBC/MDCPS).

## **SECTION II: GENERAL REQUIREMENTS**

**SECTION II:**  
**GENERAL REQUIREMENTS**

**PROPOSAL RETURN DATE, TIME AND LOCATION**

Ten (10) sealed proposals [three (3) originals clearly marked plus three (3) paper copies and four (4) electronic copies (CD's) containing your submission of the completed excel document (questionnaire, pricing sheets, explanation tab, etc.) and all proposal attachments] must be received by the Board by 2:00 P.M. on July 17, 2014 at the location described below:

Proposal Clerk  
Procurement and Materials Management, Room 650  
School Board Administration Building  
1450 N.E. Second Avenue  
Miami, FL 33132

Submissions should be enclosed in packages plainly marked on the outside as **“REQUEST FOR PROPOSALS FOR DISTRICT HEALTHCARE BENEFITS PROGRAM - RFP NUMBER 040-PP10 DUE: 2:00 P.M. JULY 17, 2014.”**

**NO PROPOSAL WILL BE CONSIDERED IF NOT SUBMITTED IN THE TIMEFRAME SPECIFIED HEREIN.**

**PROPOSAL SUBMISSION**

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

M-DCPS assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings, site visits or negotiations.

**EFFECTIVE DATE AND TERM OF CONTRACT**

The proposed effective date of the contract is January 1, 2015. The contract will be directly with The School Board of Miami-Dade County, Florida. The Board desires that the initial term of the contract be for a three (3) year period beginning upon award with the ability to renew for two (2) additional one (1) year periods. Renewals shall be based upon satisfactory services as may be determined by the sole discretion of the Board.

**CHANGE OR WITHDRAWAL OF PROPOSAL PRIOR TO PROPOSAL OPENING**

Should the agency or individual proposer withdraw its proposal, they shall do so in writing. This communication is to be received by the Assistant Superintendent, Procurement Management Services, 1450 N.E. 2nd Avenue, prior to July 17, 2014. The agency or individual proposer's name and the proposal number should appear on the envelope.

### **ADDENDA TO RFP & EXHIBITS**

If any Addenda are issued, it will be posted on the District's website with the applicable RFP documents. Prior to submitting the proposal, it shall be the responsibility of each proposer to access the website to determine if Addenda were issued and, if so, to acknowledge receipt of such Addenda.

Addenda will be made available at the M-DCPS website:

<http://procurement.dadeschools.net/bidsol/asp/undercone.asp>

Proposers should either acknowledge receipt of such Addenda in their proposal, or attach the cover page of such Addenda to their submissions.

This RFP and all exhibits will be made available at the M-DCPS website.

### **TRANSMITTAL LETTER**

Each proposal must contain a transmittal letter and outline all of the desired vendor qualifications which are detailed in Section II and Section III of this RFP. In addition the transmittal letter must outline the following:

1. Confirm that all requested information is included as part of the RFP response. Include the signed **(in blue ink)** Proposal Certification Form in your response. This form is included as an attachment in the RFP.
2. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal. Include a resume of each.
3. Disclose any potential conflict of interest due to any other clients, contracts, or property interest. Include a notarized statement certifying that no member of your firm's ownership, management, or staff has vested interest in any aspect of department of M-DCPS.
4. Provide any supplemental information which you feel will be valuable to M-DCPS in evaluating the qualifications of your firm and individual personnel in order to provide services as described herein.

### **FULL TRANSPARENCY**

M-DCPS recognizes the existence of Florida Statutes, Section 624.1275. 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 proposal and throughout the term of the contract.

### **PROPOSER RESPONSIBLE FOR ADDRESSING THIS RFP**

Proposers should be aware that the submissions will be evaluated in accordance with the criteria set forth in this RFP and, accordingly, should respond to the all sections within the questionnaire.

All timely submissions meeting the criteria of this RFP will be considered. However, proposers are cautioned to clearly indicate deviations from the requested services on the applicable Proposal Forms. The terms and conditions contained herein are those desired by the Board, and preference will be given to those submissions in full or substantially full compliance with the requested services.

**PROPOSAL SPECIFICATIONS (CONFIRMATION STATEMENTS)** All respondents to this document must adhere to the following conditions and must so state in their submissions in the questionnaire, All RFP Proposer Specification Tab.

1. The medical Proposers may be a Florida-licensed Health Maintenance Organization or a Florida-licensed Health Insurance Company. Pharmacy Benefit Managers may be a PBM, HMO, or Insurance Company. Stop loss vendors may be an HMO, Insurance Company, or a specialty stop loss provider that is a *direct writer* of stop loss insurance. Proposals from third-party administrators (TPAs) or managing general underwriters (MGUs) will not be considered.
2. Current Service Areas - The Proposer must offer provider networks in Southern Florida (Miami-Dade, Broward and Palm Beach Counties) in which M-DCPS employees and retirees primarily reside as well as a national network for employees and retirees living out of state. Medicare Advantage Plans must offer provider networks in the tri-county (Dade, Broward and Palm Beach).
3. The medical proposer must be able to sustain a Client Specific Network (CSN) for our Employee Health Center (Clinic) established at Miami Jackson Senior High currently with the University of Miami Hospital and Physicians.
4. Any contract awarded as a result of this Request for Proposal must be in full compliance with all applicable State/Federal Regulations and Laws.
5. Any reinsurance agreements or joint administrative or joint ventures must be described in detail in your proposal.
6. Any alleged oral agreement or arrangement made by a vendor(s) with any M-DCPS agent or employee will be superseded by the written agreement.
7. A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the response.
8. Notwithstanding any provision in the contracts to the contrary, contracts are non-cancelable by the Proposer for any reason other than non-payment of premiums/fees during the contract period for which the rates are guaranteed. Renewal quotations for subsequent years may be requested at any time prior to the end of the current plan term.

9. Transfer of Records – If at some date in the future it becomes necessary to terminate the contract, you must agree to transfer to M-DCPS within 15 days of termination, all data and records necessary to administer the plan at no additional cost. This would include, but not be limited to:
  - 24 (or less, if appropriate) months of historical claims data
  - Coinsurance and deductible data; and
  - Various plan accumulators including lifetime maximum levels
10. Licensing – Proposals based upon Florida licensed HMO or Florida licensed insurance companies must have been licensed to transact the appropriate insurance products for at least three (3) years in the State of Florida.
11. Vendor's Use of Subcontractor – The vendor must perform the majority of the work specified in the document, as determined solely by M-DCPS. M-DCPS must provide permission for use of a subcontracted carrier for any proposed service.
12. The vendor must directly coordinate with Medicare on behalf of the retiree in processing Medicare plan claims.
13. If M-DCPS choose to continue their group Medicare coverage, M-DCPS will expect their insurer to coordinate the transition of care with M-DCPS' existing vendors where applicable.
14. M-DCPS makes medical benefits available to both non-Medicare eligible and Medicare eligible retirees. The Medicare proposer will bill most retirees directly and/or set up an account with the Florida Retirement system (FRS) for the retirees to remit premium directly to the Proposer. The Florida Retirement System (FRS) provides a health care subsidy of \$5 per full year of service, per month which retirees may assign to payment of their health care coverage.
15. Retirees who opted out of the plan since 2009 will be allowed to re-enroll in the Medicare plan offering for 2015.
16. M-DCPS reserves the right to audit the claim records and other financial records of the vendor(s), as they pertain to the employee benefit program whenever it is deemed appropriate. Such audits may be performed by M-DCPS personnel, or by outside auditors selected by M-DCPS. If M-DCPS performs an independent audit, then M-DCPS' audit results will be used to ascertain performance compliance. The cost of these audits will be borne entirely by the successful proposer up to \$75,000.
17. Indemnification of M-DCPS: The Proposer shall hold harmless, indemnify and defend the indemnitees (The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers, employees, and agent) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons including death or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Proposer, excluding only the sole negligence or culpability of the indemnitee.



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

- a. Commercial General Liability Insurance in an amount not less than \$5 million per occurrence and \$5 million aggregate for bodily injury and property damage.
- b. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the vendor, in an amount not less than \$1 million combined per occurrence and aggregate for bodily injury and property damage.
- c. Workers' Compensation Insurance for all employees of the vendor as required by applicable state statutes.
- d. Professional Liability/Errors & Omission Insurance in an amount not less than \$5 million per occurrence/aggregate to cover all aspects of liability having to do with administration of health plans, including but not limited to all aspects of managed care and provider contracting, eligibility and contractual liability, medical malpractice, etc.

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

18. On-Site Representatives. Proposer agrees to provide on-site representatives and equipment as stated in the chart below for claims data inquiry, customer service, verification of employee coverage, etc. These representatives will adhere to regular business days/hours pursuant to the M-DCPS business schedule. Additionally, if one of the service representatives is on vacation or unable to work, the vendor agrees to provide a fully trained replacement. The cost associated with this responsibility will be included in your premiums/fees.

The following equipment must be provided to each on-site representatives: 1 Desktop Computer, 1 Laptop, 1 Monitor, Keyboard/Mouse, 1 KVM switch, Fax, Printer, Phone – Avaya 2420, headset (optional) and office supplies, etc.

Component	Number of On-site Reps	Equipment Required per Representative
Medical Only	One for every 6,000 benefit eligible participants One of the on-site representatives will service the account as a lead on-site representative to assist the client and the on-site team with issues and projects.	Please see requirements as stated above
PBM Only*	One on-site representative for the account.	Please see requirements as stated above
Wellness Only**	At a minimum, one on-site wellness coordinator for the account	Please see requirements as stated above
Medicare	One on-site representative for the account.	Please see requirements as stated above

\* If the proposer is awarded the Medical and PBM components on a bundled basis, a PBM on-site representative is not required.

\*\* If the proposer is awarded the Medical and Wellness components on a bundled basis, the proposal must include the above stated number of on-site representatives for both components.

19. Medical vendor must agree to provide M-DCPS with funding for medical plan administration at M-DCPS' Risk Management office. Vendor will provide funds in the amount of \$2.50 Per Employee Per Year ("employee" refers to all active employees and retirees, not dependents) as of March 31<sup>st</sup> of each plan year.
20. The vendor(s) must make claim reimbursement forms readily accessible to covered employee. The vendor(s) must provide M-DCPS with claim forms in an appropriate format for placement on and downloading or printing from M-DCPS Internet website. Alternatively, the vendor(s) may maintain an Internet website where claim forms are available to enrollees via commonly used browser software. M-DCPS shall have the right to post a link to any such site(s) on M-DCPS Internet website.
21. Proposer agrees to work with the TPA to update and approve all relevant pages of the employee benefit notebook. Proposer also agrees to pay for any costs related to enrollment and educational material.
22. Proposers must commit to train Enrollment Counselors and/or M-DCPS staff at the times and locations established by Board personnel or Third Party Administrator.
23. Proposers must comply with the minimum performance objectives outlined in the Performance Guarantees Section of the medical questionnaire. **Any deviations to the Performance Guarantees Section must be noted in your Deviations from Specifications Exhibit.** It is assumed that each Proposer will comply with standard industry administrative procedures (e.g. claims adjudication, EOB distribution, etc.) and thus, are not specifically detailed and addressed in this RFP.

24. Authorized Insurers: Representing or aiding any unauthorized insurer or product is prohibited by Sections 626.901 and 626.902, Florida Statutes. Proposals which include insurance proposed by unauthorized insurers cannot be accepted, except as stipulated by Sections 626.913 through 626.937 under State of Florida Surplus Lines Law.
25. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations (including those of the Florida Department of Insurance) which may be applicable. Failure or inability on the part of a Proposer to comply with such laws, rules, and regulations (including failure to obtain Florida Department of Insurance approval for filings) shall not relieve the Proposer from its obligation to honor its proposal and to perform completely in accordance with such proposal.
26. Equal Employment Opportunity: It is the policy of M-DCPS that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic, or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference, or disability, and that merit principles will be followed.

Each firm shall be required to indicate its equal employment policy, and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force. See attached Affirmative Action Employment Breakdown form in Attachments Section.

27. Small, Micro and M/WBE Participation: The School Board of Miami-Dade County, Florida strongly encourages the participation of local, certified SBE's, MBE's and M/WBE's on all School Board projects as vendors. The Board adheres to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all. Refer to Board Policy 6320.02 for Small/Micro Business Enterprise Program and M/WBE Certification. Vendors certified as an SBE, MBE or M/WBE with any entity or agency other than the School Board of Miami-Dade County will not be acceptable. A current list of certified SBE's, MBE's and M/WBE's can be found online at [www.oeo.dadeschools.net](http://www.oeo.dadeschools.net) or by contacting the Office of Economic Opportunity at (305) 995-1307.
28. Financial Rating: For stop loss proposals, only those Proposers that in the opinion of M-DCPS are financially secure will be considered. Proposers that are unable to demonstrate financial strength through agency ratings or where agency ratings do not apply may be required to provide other forms of financial security/backing. The following rating agencies (examining both the financial rating and the financial size category) will be used as a guide for M-DCPS during the RFP process: AM Best, Standard and Poor's, and Moody's.
29. Financial responsibility of subsidiary companies and/or subcontractors must be guaranteed in writing by the proposing company by endorsement of the contract as follows:

In the event the Proposer is unable to pay any loss payable within the time and in accordance with the terms and provisions set forth in the above-referenced agreement the Proposer,

Contractor or Parent Company hereby agrees to make such payment therefore in accordance with the terms and provisions of such agreement.

30. M-DCPS expects to enter into a written Agreement (the “Agreement”) with the chosen Proposer. This Agreement shall incorporate this RFP and the Proposer’s proposal. The anticipated terms and conditions of the Agreement are set forth in this RFP and the accepted proposal; however, M-DCPS may include additional terms and conditions in the Agreement as deemed necessary. The chosen Proposer should be prepared to commence providing the required goods or services to M-DCPS upon the signing of the Agreement.
31. Lobbyists: The School Board has a Board Policy regarding registration of lobbyists which must be complied with. Board Policy 8150-LOBBYISTS
32. The proposer must have the ability and willingness to accept electronic enrollment/eligibility data for actives and retirees and paper enrollment for COBRA and part-time employees from M-DCPS and the District’s TPA. Also, the proposer must be willing to accept the M-DCPS file interface layout, third party remittance payment/report and ability to retrieve the interface file from the District’s server.
33. Vendor/Insurance company account management lead must have experience of leading a public sector account management client with 20,000 employees within the last five years.

## **RIGHTS RESERVED TO M-DCPS**

1. M-DCPS reserves the right to accept or reject any or all responses submitted for consideration.
2. M-DCPS reserves the right to accept or reject one or more components (i.e. proposed plan of coverage, pharmacy program, wellness program) of any or all responses submitted for consideration.
3. M-DCPS reserves the right to reject the responses of any Proposer that is in default of any prior contract with M-DCPS or for misrepresentation.
4. M-DCPS assumes no responsibility or liability for any costs the Proposer may incur in responding to this document, including but not limited to attending meetings or site visits.
5. M-DCPS reserves the right to correct inaccurate awards resulting from its clerical errors.
6. In the development of the Request for Proposal, due diligence has been exercised and all information and data supplied within is believed to be accurate. The Proposers are responsible for determining the full extent of risk within the underwriting of M-DCPS. Neither M-DCPS nor its representatives shall be responsible for any error or omission in the Request for Proposal Document, or for the failure on the part of the Proposer to properly assess risk.

7. M-DCPS reserves the right to request clarification of information submitted and to request additional information from one or more Proposer.
8. M-DCPS, at its option, may undertake simultaneous negotiations with those Proposers who have submitted reasonable and timely proposals and which are found to be fully qualified and capable of meeting all servicing requirements (Per Florida Statute 112.08). Such negotiations may also include alternative funding methodologies including, but not limited to, a fully insured (guaranteed cost) contract, a minimum premium contract or other methodologies desired by M-DCPS.
9. This Request for Proposal does not commit M-DCPS to award a contract, to pay any costs incurred in preparing an informational proposal for this request or to procure a contract for services or supplies.
10. M-DCPS will reserve the right to be involved in the selection of and/or replacement of all key vendor staff that will represent M-DCPS' health care program. M-DCPS will have authority to request the removal of vendor staff person(s) from the account with just cause and will also be included in the final interview process for candidates to replace any removed staff persons. Any changes in key staff the vendor makes must be done with 30 days notice and approval of M-DCPS.
11. M-DCPS may cancel its contract at any time with a 30-day advance written notice delivered to the vendor. Vendors may not cancel the contract for any reason other than non-payment of premiums/fees during the contract period for which rates/fees are guaranteed.
12. M-DCPS reserves the right to extend its group Medicare product to all current and past group Medicare participants.

## **NEGOTIATIONS**

The Board may undertake simultaneous negotiations with those Proposers who have submitted reasonable, responsive and timely submissions which are fully qualified and capable of meeting all servicing requirements pursuant to Board Policy 6320 - PURCHASING and Department of Education Rule 6A-1.012(15).

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force.

<http://forms.dadeschools.net/webpdf/4859.pdf>

## **SMALL, MICRO AND M/WBE PARTICIPATION**

The School Board of Miami-Dade County, Florida strongly encourages the participation of local, certified SBE's, MBE's and M/WBE's on all School Board projects as vendors. The Board adheres to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all. Refer to Board Policy 6320.02 for Small/Micro Business Enterprise Program and M/WBE Certification. Vendors certified as an SBE, MBE or M/WBE with any entity or agency other than the School Board of Miami-Dade County will not be acceptable. A current list of certified SBE's, MBE's and M/WBE's can be found online at [www.oeo.dadeschools.net](http://www.oeo.dadeschools.net) or by contacting the Office of Economic Opportunity at (305) 995-1307.

## **COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

**A.** 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 bid 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 the Assistant Superintendent, 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.

**B.** 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.

**C. 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 Service Contracts using federal funds.

## **COMPLIANCE WITH LAWS**

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

## **IRREVOCABILITY OF PROPOSAL**

In consideration of the School Board's allowing the Proposer to make a proposal (offer), each Proposer agrees by offering a proposal (offer) that such proposal (offer) shall remain open and not subject to revocation and shall be subject to the School Board's acceptance until ninety (90) days after the date indicated in this RFP as the date the service would be effective, if accepted by the School Board.

## **USE OF PROPOSAL FORMS**

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

## **FLORIDA STATUTES**

M-DCPS is governed by **Florida Statutes, Sections 112.08 Group Insurance for public officers, employees and certain volunteers** which outlines how the Board must procure health care and **Section 112.0801 Group Insurance; participation by retired employees** which outlines the requirements of the Board for retired employees who choose to participate in its health care program.

Section 112.08 states in part, “Before entering any contract for insurance, the local government unit shall advertise for competitive bids; and such contract shall be let upon the basis of such bids. However, the local governmental unit may undertake simultaneous negotiations with those companies which have submitted reasonable and timely bids and are found by the local governmental unit to be fully qualified and capable of meeting all servicing requirements.”

Section 112.0801 states in part, “Retirees and their eligible dependent shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees.”

It is important the Proposers review these statutory requirements and acknowledge that the Board must abide by these provisions when providing responses to this RFP.

M-DCPS retains the right to directly negotiate any aspect of your proposal which complies with the intent of this RFP and satisfies M-DCPS’ objectives for effective, interactive, and proactive claims and network administration. M-DCPS will conduct the RFP process in accordance with Florida Statutes, Section 112.08.

## **WAIVER AND/OR REJECTION OF PROPOSALS**

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

## **NON-WARRANTY OF REQUEST FOR PROPOSAL**

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

## DEVIATIONS FROM RFP

The contract terms and conditions stipulated in this RFP are those desired and preference will be given to those submissions in full or substantial compliance with them. However, all timely submissions and responsive submissions which meet the Proposal Specifications will be considered. Proposers are cautioned that restrictive deviations from the RFP must be clearly stated in the first tab of the Questionnaire title All RFP Proposer Specification and may result in disqualification of the Proposer, at the School Board's sole discretion.

## DEVIATIONS FROM RFP PROVISIONS

(This table is to be completed for each line of coverage if responding to multiple lines of coverage)

Indicate whether your proposal will or will not comply with the RFP with respect to the service or provision listed below in the **medical questionnaire**, All RFP Proposer Specification section. All endorsements set forth in the RFP are to be included VERBATIM in the contract unless indicated to the contrary on the Proposal Form. The absence of any notation will be presumed to indicate full compliance.

Section	RFP Provisions	Will	Will Not
II	Proposal Return Date, Time and Location		
II	Proposal Submission		
II	Effective Date and Term of Contract		
II	Change or Withdrawal of Proposal Prior to Proposal Opening		
II	Addenda to RFP & Exhibits		
II	Transmittal Letter		
II	Full Transparency		
II	Proposer Responsible for Addressing this RFP		
II	Proposal Specifications		
II	Rights Reserved to M-DCPS		
II	Negotiations		
II	Equal Employment Policy		
II	Small, Micro and M/WBE Participation		
II	Compliance with State/Federal Regulations		
II	Compliance with Laws		
II	Irrevocability of Proposals		
II	Use of Proposal Forms		
II	Florida Statutes		
II	Waiver and/or Rejection of Proposals		
II	Non-Warranty of Request for Proposal		
II	Deviations from RFP		
II	Deviations from RFP Provisions		
II	Authorized Signature		
II	Method of Acceptance		
II	Cone of Silence		
II	Public Entity Crime		
II	Public Records Law		
II	Disclosure of Employment of Former School Board Employees		
II	Default		
II	The Jessica Lunsford Act Background Screening Requirements		
II	Conflict of Interest		



II	Specific Contract Requirements - Sample Contract		
II	Hold Harmless/Indemnification		
II	Insurance Requirements		
II	Termination by M-DCPS		
II	Termination by Vendor		
III	Scope of Services		

Provide any supplemental information which you feel will be valuable to M-DCPS in evaluating qualifications of your firm and individual personnel in order to provide services as described herein.

#### **AUTHORIZED SIGNATURE**

The signature on the Proposer's Warranty Form must be that of a duly authorized Officer of the company making the proposal. This manual signature shall pertain to the entire proposal. We have requested that each Proposer submit ten (10) total copies: three (3) originals clearly marked plus three (3) paper copies and four (4) electronic copies (CD's) containing your submission of the completed excel document (questionnaire, pricing sheets, explanation tab, etc.) and all proposal attachments.

**The three (3) originals must contain an original signature (in blue ink) on the Proposer's Warranty Form.**

M-DCPS expects to enter into a written agreement (the Agreement) with the chosen Proposer. This Agreement shall incorporate this RFP and the Proposer's proposal. The anticipated terms and conditions of the Agreement are set forth in this RFP and the accepted proposal; however, M-DCPS may include additional terms and conditions in the Agreement as deemed necessary.

#### **METHOD OF ACCEPTANCE**

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

#### **CONE OF SILENCE**

Proposers are precluded from contacting individuals who will be participating in the RFP evaluation and selection. No communication is to be conducted with Board Members or evaluators in advance of the final selection. However, Aon Hewitt or the Office of Risk and Benefits Management may contact a Proposer for additional information, clarification, or negotiation. Based on Board Policy 6325, Cone of Silence, the full definition is as follows:

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

1. any person who seeks an award, including a potential vendor or vendor's representative, 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; and
  2. any School Board member or the member's staff, the Superintendent, Deputy Superintendent and their respective support staff, or any person appointed by the Board to evaluate or recommend selection in the competitive procurement process.
- B. A Cone of Silence shall be applicable to each RFP, bid, invitation to bid, or other competitive solicitation during the solicitation, review and Board action of bid proposals through final Board action as appropriate. At the time of issuance of the solicitation, the Superintendent shall provide public notice of the Cone of Silence and written notice, including electronic communication, to the Board, District staff and any other person involved in the review, evaluation, recommendation, approval, rejection or award of the responses as appropriate. The Superintendent shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- C. The Cone of Silence shall terminate at the time the item is presented by the Superintendent to the appropriate Board committee immediately prior to the Board meeting at which the Board will award or approve a contract, reject all bids or responses, or take any other action that ends the solicitation and review process.
- D. This rule shall not prohibit any potential vendor or vendor's representative:
1. from making public representations at duly noticed pre-bid conferences or before duly noticed selection and negotiation committee meetings;
  2. from engaging in contract negotiations during any duly noticed public meeting;
  3. from making a public presentation to the Board during any duly noticed public meeting; or
  4. from communicating in writing with any school district employee who is not serving on the applicable evaluation Committee, or the Board Attorney's office to seek clarification or additional information, subject to the provisions of the applicable RFP, or bid documents.
- The potential vendor or vendor's representative shall file a copy of any written communication with the Board Clerk who shall make copies available to the public upon request.
- E. The Procurement Division representative is not prohibited by this rule from initiating contact with a potential vendor or vendor's representative and engaging in subsequent communication related thereto for the purposes of obtaining further clarification regarding a response to an RFP, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable Procurement Division, including any response.

- F. **Any violation of this rule shall be investigated by the Board's Inspector General and shall result in the disqualification of the potential vendor from the competitive solicitation process, rejection of any recommendation for award to the vendor, or the revocation of an award to the vendor as being void, rendering void any previous or prior awards. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition to any other penalty provided by law, violation of this rule by a school district employee shall subject the employee to disciplinary action up to and including dismissal.**

#### **PUBLIC ENTITY CRIME**

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

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

#### **PUBLIC RECORDS LAW**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Submissions in a public forum open to the Sunshine Law, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. **It is recommended that proposers exclude from their response any information that, in their judgment, may be considered a trade secret or proprietary.**

#### **PROTEST TO CONTRACT SOLICITATION OR AWARD**

- A. 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 Board's website [www.dadeschools.net](http://www.dadeschools.net).
- B. 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 submissions 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.

- C. 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.
- D. 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 Board Policy 6320.
- E. 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, FL 33132  
Fax: (305) 995-1448  
Email: [Martinez@dadeschools.net](mailto:Martinez@dadeschools.net)

#### **DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules> all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board policies, 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 (2) years of his or her employment with the School Board, and the dates the employee held those positions.

#### **DEFAULT**

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 0133. 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 6320.04.

## **THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467 Florida Statutes, School Board Policy 8475 and School Board Policy 6320 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 rules prior to providing services to the School Board of Miami-Dade County. 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 rules.

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, Florida Statutes (2007). In addition, the provisions of § 1012.467, Florida Statutes (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 Policy 8475.024 and Policy 1120.01 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 were 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.

### **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 (2) years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and § 112.313(9) Florida Statutes.

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.

### **SPECIFIC CONTRACT REQUIREMENTS**

A specimen contract for services is included as **Exhibit (D)** of this RFP.

It would be expected that the Proposer and The School Board of Miami-Dade County, FL would complete a final version. We want the Proposer to indicate the willingness negotiate a final contract.

Responder must indicate with particularity on the Proposal Forms the extent to which, if any, the proposer's proposal will not include any provision in the specimen contract.

Proposer's proposal must include the specific changes to the provision which will be required by proposer. For the purposes of evaluating a proposer's proposal, general statements such as a statement by a proposer indicating a willingness to negotiate changes to a particular provision or provisions will not suffice and will not be considered in the evaluation process.

### **HOLD HARMLESS/INDEMNIFICATION**

Proposer agrees to indemnify, hold harmless and defend M-DCPS, its members, officials, officers or employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which M-DCPS, its members, officials, officers or employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Proposer, its agents, servants or employees; the equipment of Proposer, its agents, servants or employees while such equipment is on premises owned or controlled by M-DCPS; or the negligence or other culpability of Proposer or the

negligence or other culpability of Proposer's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including M-DCPS's property, and injury or death of any person whether employed by Proposer, M-DCPS or otherwise.

Proposer agrees that Proposer's obligation to hold harmless and defend an indemnitee under Section 4.6 with respect a claim, judgment, cost, or expense resulting from bodily injury, personal injury, or damage to tangible property, caused in whole or in part by Proposer, its agents, servants or employees, shall apply whether or not the claim, judgment, cost, or expense is due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or other sole culpability of the indemnitee.

Proposer agrees that, except with respect to a claim, judgment, cost, or expense resulting from bodily injury, personal injury, or damage to tangible property, caused in whole or in part by Proposer, its agents, servants or employees, Proposer agrees to indemnify, hold harmless and defend an indemnitee under Section 4.6 to the extent the claim, judgment, cost, or expense results from the negligence or other culpability of Proposer, its agents, servants or employees.

Any remedy provided to an indemnitee by this Section shall be in addition to and not in lieu of any other remedy available to the indemnitee under this Agreement or otherwise.

## **INSURANCE REQUIREMENTS**

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

A. 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 other than those required by ISO or the State of Florida.

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

Proposer shall name the Board, its members, officers, employees, and agent 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
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D. Professional Liability/Medical Malpractice Insurance

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. Coverage must be included for all nurses. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000	Each Claim/Annual Aggregate
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The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

The insurance provided by the Proposer 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 Proposer.

Compliance with these insurance requirements shall not limit the liability of the Proposer. 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 Proposer) available to the Board under this Contract or otherwise.

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



**TERMINATION BY M-DCPS**

M-DCPS may cancel its contract at any time with or without cause with a 30-day advance written notice delivered to the vendor.

**TERMINATION BY VENDOR**

The successful Proposer shall give written notice to the School Board at least one hundred twenty (120) days prior to cancellation, non-renewal or restriction of contractual obligations.

### **SECTION III: PURPOSE OF SOLICITATION**

## **SECTION III:**

### **PURPOSE OF SOLICITATION (SCOPE OF SERVICES)**

#### **INTENT OF REQUEST FOR PROPOSAL NO. 040-PP10**

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

#### **PURPOSE OF SOLICITATION**

The purpose of this Request for Proposals (RFP) process is to facilitate the receipt of a uniform body of information to review and evaluate the responding Proposals to determine those most capable of providing the services specified in this RFP at the most advantageous cost, and then enter into negotiations with Proposers pursuant to Sections 112.08 and 112.081, Florida Statutes.

Proposals are being sought for the following:

- Self-insured (ASO) medical plans (for active employees, non-Medicare eligible retirees, COBRA participants and eligible dependents) with the components described below:
  - Self-insured pharmacy benefit management (PBM) services
  - Wellness Benefits Program
  - Managed Behavioral Health Benefits
  - Disease Management Program
  - Consumer Driven High Deductible Plan (HRA/HSA)
  - POS, PPO, HMO Plans
- Fully-insured, customized group Medicare Advantage HMO plan and a Medicare Advantage PPO, POS or PFFS
- Fully-insured stop loss coverage (specific – Individual Stop Loss)

The current medical plan program consists of:

- Open Access Plan 10
- Open Access Plan 20
- LocalPlus Plan
- Prescription Drug Benefits
- Managed Behavioral Health Benefits
- Wellness Benefits Program
- Medicare Advantage Humana HMO (2)
- Medicare Advantage Humana PPO

Proposers are expected to match, to the extent possible, the current medical program. However, M-DCPS may choose to alter the current plans going forward through the collective bargaining process.

In order to provide a broad array of options, proposals are being requested for each line of coverage (i.e., medical, prescription drug, wellness, and stop loss) on an unbundled basis. At most, one Proposer will be awarded medical, one Proposer will be awarded prescription drug, one Proposer will be awarded wellness, and one Proposer will be awarded stop loss. Be advised, health plans could be asked to honor their prescription drug proposals on a stand-alone basis.

If M-DCPS chooses to no longer provide access to group Medicare plans and instead changes their retiree medical program so that retirees purchase individual coverage with the help of a Medicare Coordinator, M-DCPS will expect their Medicare Coordinator to coordinate with their existing vendors where applicable, particularly in instances where retiree families have non-Medicare members.

If M-DCPS choose to continue their group Medicare coverage, M-DCPS will expect the insurer to coordinate the transition of care with M-DCPS' existing vendors where applicable. The Medicare companies must be situated and contracted in Florida.

## **AFSCME HOSPITAL INDEMNITY**

### **Benefit**

Permanent part-time employees as defined in the collective bargaining agreement between American Federation of State, County, and Municipal Employees (AFSCME) and Miami-Dade County Public Schools are eligible for benefits of a maximum of \$350 daily for hospital confinement charges up to a maximum of 31 days. Hospital confinement must be pre-certified. This benefit is subject to collective bargaining.

### **Eligibility**

To be eligible the employee must be active on October 1<sup>st</sup> of the current year and have worked September 1<sup>st</sup> of the previous year through August 31<sup>st</sup> of the current year. There are no specific total number of hours required. Benefits become effective on January 1<sup>st</sup> of the following year.

## **UNDERWRITING AND ADMINISTRATIVE REQUIREMENTS**

### **Network**

The medical vendor or any entity allowed under Florida Statutes to provide health care plans must offer a network of providers that is sufficiently accessible to M-DCPS benefit eligible employees and retirees living primarily in South Florida (Miami-Dade, Broward and Palm Beach counties) and adequate to service that population. In addition, the current program offers two national network POS plans (OAP 10 and OAP 20), and a Local POS Plan (LocalPlus) covering at least the three South Florida counties (Miami-Dade, Broward and Monroe). Bidders must offer a national network for the plans with out-of-state enrollment, a necessity due to employees, retirees and dependents living outside the South Florida area.

### **Eligibility Verification**

Eligibility verification will be the responsibility of FBMC Benefits Management (FBMC), the School Board's Section 125 Third Party Administrator. FBMC will be responsible for confirming that each covered active employee, retiree and the dependents of those active and retired employees meet the eligibility requirements in accordance with M-DCPS eligibility definitions including obtaining any required documentation.

### **Effective Date**

The District's employee benefits program is currently underwritten on a calendar year basis, for all covered employees, retirees, COBRA participants and their dependents. The Board is requesting proposals with an effective date of January 1, 2015 for all active and retiree plans contemplated by this RFP.

#### Contract Term / Rate Guarantees

The District desires a three year contract for ASO services with the ability to renew for two additional one year periods. Premium rates and benefits for stop loss (12/15 basis with no limitations on maximum liability) must be guaranteed for 12 months (incurred 1/1/15 – 12/31/15, paid 1/1/15 through 3/31/15). Rate guarantees and/or rate caps for successive years are also being requested. ASO fee proposals must be guaranteed for a minimum of 3 years.

The District desires a twelve month contract with the Medicare Providers with the ability to renew for two additional one year periods. Premium rates must be guarantee for 12-months (01/01/2015- 12/31/2015). We recognize that 2015 Medicare rates may not yet be available. As such, we request bidders to provide their illustrative 2014 rates. Medicare coordinator fee proposals must be guaranteed for a minimum of 12-months.

#### Employee Waiting Period

There is no waiting period for M-DCPS newly hired benefit eligible employees, as they are covered on the date of hire. Coverage for eligible dependents becomes effective on the first day of the month following the first payroll deduction.

#### Role of the Consultant

M-DCPS has retained Aon Hewitt to assist with the preparation of this RFP and preparation of addenda, etc. Aon Hewitt acts solely in its capacity as consultant and is remunerated directly by M-DCPS on a fee basis. Aon Hewitt does not accept commission payments or overrides.

#### Full Transparency

M-DCPS recognizes the existence of Florida Statutes, Section 624.1275. 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 proposal and throughout the term of the contract.

#### Board Contributions

Currently, M-DCPS pays 100% of the employee portion of the medical cost of the LocalPlus Plan. There is an employee cost share for plans OAP10 and OAP20. The employee cost share is based upon the employee's salary. The Board also subsidizes a portion of the dependent medical coverage. The level of subsidy is based upon the employee salary. Effective February 1, 2004, employees were permitted to opt out of the health insurance program with certification of coverage in another group or government sponsored plan. Approximately 2,700 employees currently waive medical coverage, and thereby receive \$100 per month for that waiver.

Retirees contribute 100% toward the cost of their medical coverage. The Florida Retirement System (FRS) provides a health care subsidy of \$5 per full year of service (up to a maximum of \$150), per month which retirees may assign to payment of their health care coverage.

#### **SECTION IV: SELECTION CRITERIA**

## **SECTION IV**

### **SELECTION CRITERIA**

Pursuant to Department of Education Rule 6A-1.012(15), the Board will negotiate and directly contract with the Proposer or Proposers whose proposal(s) is (are), in the Board's judgment, in its best interest. Among the criteria which the Board will consider in its evaluation of which Proposers, if any, to enter into negotiations are the following:

1. Ability to provide M-DCPS participants with competitive and efficient health benefit plans, effective utilization review and appropriate quality assurance measures.
2. Ability to provide plan coverage on a self-insured basis with or without integrated pharmacy benefit manager services, with integrated MBH and DM services, and with or without an integrated wellness program.
3. Financial stability of selected Proposer in a self-insured and/or stop-loss environment.
4. For the pre-65 Non-Medicare Plans - Willingness to guarantee rates/fees. Stop loss premium rates effective 1/1/15 must be guaranteed for 12 months. ASO fees must be guaranteed for 36 months (1/1/15 – 12/31/2017).
5. For the post-65 or Medicare Plans- Premium rates must be guaranteed for 12- months (1/1/2015-12/31/2015). We recognize that 2015 Medicare rates may not yet be available. As such, we request bidders to provide their illustrative 2014 rates. Medicare coordinator fee proposal must be guaranteed for a minimum of 12-months.
6. Ability to provide acceptable plan designs as required by M-DCPS as a result of the collective bargaining process.
7. Ability to create and maintain a Client Specific Network (CSN) for the Employee Health Center (clinic) located at Miami Jackson Senior High and any future Employee Health Centers.
8. Size, duration of contract, accessibility and adequacy of provider network, including pharmacies. Only hospitals and physicians currently contracted by the Proposer will be considered in the evaluation. Networks, or affiliated networks, should exist locally, throughout Florida and/or nationwide depending on which plan design options are proposed by your organization.
9. Medicare Plans- the medical vendor or any entity allowed under Florida Statutes to provide healthcare plans must offer a network of providers that is sufficiently accessible to M-DCPS benefits eligible retirees living primarily in South Florida (Miami-Dade, Broward and Palm Beach counties) and adequate to service that population. Proposers must offer a national network for the plans with out-of-state enrollment, a necessity due to retirees and dependents living outside the South Florida area.

10. Effective grievance procedure that will accept M-DCPS input prospectively.
11. Ability and willingness to adhere to requested service and performance guarantees.
12. The ability to deliver on a timely basis, and in the frequency specified, the requested experience, utilization data, and reports. Such reports must include accurate data by bargaining unit and by employee-only and dependent enrollment elections at no additional cost.
13. Availability of electronic experience and utilization reports, designed and generated by M-DCPS' Risk Management staff and its consultant.
14. Flexibility in reporting and communications capabilities including the ability to customize management reports and employee communications materials to meet M-DCPS' specific requirements.
15. Local service or administrative office and accessibility of the Executive Sponsor for Florida/Public Sector, Reporting/Analysis Director, Medical Director, Nutritionist, and Pharmacy Director as determined by the award of the proposals.
16. Superior customer and member service (including providing a dedicated member service unit and a dedicated toll-free phone number for member inquiries).
17. General compliance with the criteria specified in all sections of this RFP including, but not limited to, the use of required forms and the inclusion of all required materials and data.

## **RFP EVALUATION**

An overview of the Superintendent's Ad Hoc Insurance Committee process is as follows:

*Phase 1:* Proposals will be reviewed to ensure compliance with the Proposal Specifications (Confirmation Statements) in Section II of this RFP and financial responses will be evaluated. Proposals may be eliminated from further consideration at this point.

*Phase 2:* Responses to the technical questionnaire for each plan option will be evaluated, as well as the questionnaire responses.

*Phase 3:* At M-DCPS' discretion, vendor interviews and/or vendor negotiations will be conducted with those Proposers that are determined to be finalists based on the Superintendent's Ad Hoc Insurance Committee evaluation of the RFP and financial responses. During this phase, the committee will adjust, if necessary, its evaluation based on any information obtained and observations made during the vendor interviews or negotiations.



M-DCPS reserves the right to obtain best and final fee/rate offers from final candidates qualified on the basis of technical merit, if M-DCPS deems that this action would be in the best interest of M-DCPS. The number of best and final offers shall be determined by the Superintendent's Ad Hoc Insurance Committee.

### **VERIFICATION MEETINGS**

M-DCPS may wish to hold separate Verification Meetings with certain Proposers to further verify the form and substance of their respective proposals relative to coverages, service and price.

Proposers selected for Verification Meetings should have in attendance a company representative authorized to make decisions which are legally binding relative to the proposal, as well as those individuals with whom M-DCPS would have contact in the day-to-day handling of the account.

### **ADDITIONAL M-DCPS TERMS AND CONDITIONS**

1. The Proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of M-DCPS.
2. Costs of preparation of a response to this request for proposals are solely those of the Proposer; and M-DCPS assumes no responsibility for any subject costs incurred by the Proposer.
3. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be made accessible to M-DCPS for purposes of inspection, reproduction and audit without restriction.

### **NON-WARRANTY OF SPECIFICATIONS**

Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the Proposer. Neither M-DCPS nor its representatives shall be responsible for any error or omission in the RFP, or for the failure on the part of the Proposer to determine the full extent of the exposures.

## **SECTION V: QUESTIONNAIRE**

**SECTION V:**  
**QUESTIONNAIRE**

Please complete the Excel file and return it electronically as an additional Proposal attachment with your submission,

## **SECTION VI: EXHIBITS**

**EXHIBIT A: PROPOSER'S WARRANTY**

## **PROPOSER'S WARRANTY**

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

1. The undersigned is an officer, partner or a sole proprietor of the firm and the enclosed proposal is submitted on behalf of the firm;
2. The undersigned has carefully reviewed all the materials and data provided in this proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct;
3. The proposal offered is in full compliance with the Minimum Qualifications set forth in this RFP;
4. The Proposer authorizes the Board, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the insurer offering this proposal;
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP, other than those deviations noted above;
6. If this proposal is accepted, the contract will be issued as proposed.

## PROPOSER'S IDENTIFICATION

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

FEIN/SS#: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Print Name of Authorized  
Representative: \_\_\_\_\_

Title of Authorized  
Representative \_\_\_\_\_

Date Signed by Authorized  
Representative \_\_\_\_\_

Telephone Numbers  
Daytime: \_\_\_\_\_

After Hours: \_\_\_\_\_

E-mail: \_\_\_\_\_

In the space following, provide a brief description of the firm (national, regional or local; size and structure).

**EXHIBIT B: AFFIRMATIVE ACTION EMPLOYMENT BREAKDOWN**



**EXHIBIT C: BUSINESS ENTERPRISE PROGRAM CERTIFICATION APPLICATION**

**EXHIBIT D: SAMPLE CONTRACT**

**EXHIBIT E: DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD  
EMPLOYEES**

**EXHIBIT F: LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY**

## **SECTION VII: ATTACHED FILES**

Medical.zip

Prescription.zip

Medicare Advantage.zip

Stop Loss.zip

The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in employment and educational programs/activities and strives affirmatively to provide equal opportunity for all as required by:

**Title VI of the Civil Rights Act of 1964** - prohibits discrimination on the basis of race, color, religion, or national origin.

**Title VII of the Civil Rights Act of 1964 as amended** - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

**Title IX of the Education Amendments of 1972** - prohibits discrimination on the basis of gender.

**Age Discrimination in Employment Act of 1967 (ADEA) as amended** - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

**The Equal Pay Act of 1963 as amended** - prohibits gender discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

**Section 504 of the Rehabilitation Act of 1973** - prohibits discrimination against the disabled.

**Americans with Disabilities Act of 1990 (ADA)** - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

**The Family and Medical Leave Act of 1993 (FMLA)** - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

**The Pregnancy Discrimination Act of 1978** - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

**Florida Educational Equity Act (FEEA)** - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

**Florida Civil Rights Act of 1992** - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

**Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)** - Prohibits discrimination against employees or applicants because of genetic information.

*Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 205.07*

*(Florida Statutes), which stipulate categorical preferences for employment.*

**School Board Policies 1362, 3362, 4362, and 5517** prohibit harassment and/or discrimination against students, employees, or applicants on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Revised : (07-11)