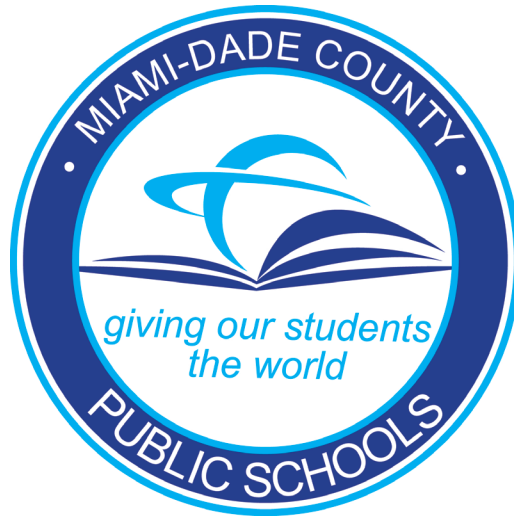


**THE SCHOOL BOARD
OF
MIAMI-DADE COUNTY, FLORIDA**



**REQUEST FOR PROPOSALS
FOR
GROUP TERM LIFE INSURANCE & FLEXIBLE BENEFITS PROGRAM**

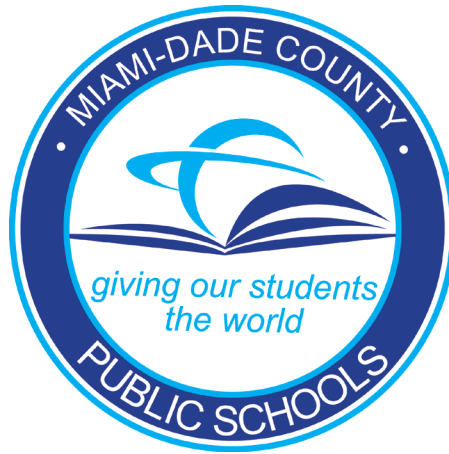
Website: <http://procurement.dadeschools.net/bidsol/asp/undercone.asp>

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

RFP NUMBER: 041-PP10

Release Date: June 19, 2014

Miami-Dade County Public Schools



School Board Members

Ms. Perla Tabares Hantman, Chair
Dr. Lawrence S. Feldman, Vice-Chair
Dr. Dorothy Bendross-Mindingall
Ms. Susie V. Castillo
Mr. Carlos L. Curbelo
Dr. Wilbert "Tee" Holloway
Dr. Martin S. Karp
Dr. Marta Pérez
Ms. Raquel A. Regalado

Krisna Maddy, Student Advisor

Superintendent of Schools

Mr. Alberto M. Carvalho

TABLE OF CONTENTS

SECTION I: INTRODUCTION.....	1
DESCRIPTION OF EMPLOYEE BENEFIT PROGRAM.....	1
REQUIREMENT FOR COLLECTIVE BARGAINING	2
PROPOSER SUBMISSION REQUIREMENTS.....	2
WRITTEN QUESTIONS/CLARIFICATIONS.....	2
ROLE OF CONSULTANT	3
ANALYSIS SCHEDULE	3
SUPERINTENDENT’S AD-HOC INSURANCE COMMITTEE	3
RFP TIMELINE	4
PRE-BID CONFERENCE	4
CURRENT PROGRAMS	5
LIFE & AD&D	5
DENTAL.....	6
VISION	7
HOSPITAL INDEMNITY	7
GROUP LEGAL INCLUDING SENIOR ASSISTANCE	8
IDENTITY THEFT PROTECTION	8
LONG TERM CARE	10
BLANKET ACCIDENT POLICY	10
SECTION II: GENERAL REQUIREMENTS	1
PROPOSAL RETURN DATE, TIME AND LOCATION.....	1
PROPOSAL SUBMISSION.....	1
EFFECTIVE DATE AND TERM OF CONTRACT	1
ADDENDA TO RFP & EXHIBITS	2
TRANSMITTAL LETTER	2
FULL TRANSPARENCY	2
PROPOSAL SPECIFICATIONS (CONFIRMATION STATEMENTS)	3
RIGHTS RESERVED TO M-DCPS	7
EQUAL EMPLOYMENT OPPORTUNITY	8
COMPLIANCE WITH STATE/FEDERAL REGULATIONS	9

IRREVOCABILITY OF PROPOSAL	9
USE OF PROPOSAL FORMS.....	9
WAIVER AND/OR REJECTION OF PROPOSALS.....	10
NON-WARRANTY OF REQUEST FOR PROPOSAL	10
DEVIATIONS FROM RFP	10
AUTHORIZED SIGNATURE	11
METHOD OF ACCEPTANCE.....	11
CONE OF SILENCE.....	12
PUBLIC ENTITY CRIME	13
PUBLIC RECORDS LAW	13
PROTEST TO CONTRACT SOLICITATION OR AWARD.....	13
DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES ..	14
DEFAULT	15
THE JESSICA LUNSFORD ACT BACKGROUND SCREENING REQUIREMENTS ...	15
CONFLICT OF INTEREST.....	16
SPECIFIC CONTRACT REQUIREMENTS	16
HOLD HARMLESS/INDEMNIFICATION	17
INSURANCE REQUIREMENTS.....	17
TERMINATION BY M-DCPS.....	19
TERMINATION BY VENDOR.....	19
 SECTION III: PURPOSE OF SOLICITATION	 1
INTENT OF REQUEST FOR PROPOSAL NO. 041-PP10	1
PURPOSE OF SOLICITATION	1
TPA ADMINISTRATIVE SERVICES.....	3
ELIGIBILITY.....	4
ANNUAL OPEN ENROLLMENT	4
ADMINISTRATIVE SERVICES	5
BENEFIT FAIRS	5
PREMIUM REMITTANCES.....	5
BENEFIT CERTIFICATES.....	6
 SECTION IV: SELECTION CRITERIA	 1
SELECTION CRITERIA	1

RFP EVALUATION.....	9
VERIFICATION MEETINGS.....	9
ADDITIONAL M-DCPS TERMS AND CONDITIONS	9
NON-WARRANTY OF SPECIFICATIONS.....	10
SECTION V: QUESTIONNAIRE(S)	11
SECTION VI: EXHIBITS	1
EXHIBIT A: PROPOSER'S WARRANTY	
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.....	1

SECTION I: INTRODUCTION

SECTION I: INTRODUCTION

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 number approximately 48,000. 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 flexible benefits to retirees. Currently there are approximately 6,000 eligible retirees purchasing flexible benefits.

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

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 2nd Avenue, #335
Miami, FL 33132
Fax: (305) 995-7170
Email c/o Abraham Gomez: 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 Group Term Life Insurance & Flexible 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 Board. Committee members will be instructed to neither meet with Proposers nor discuss proposals received in conjunction with the RFP.

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 10:00 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.

CURRENT PROGRAMS

All benefits that are part of this solicitation are currently offered to benefit eligible full and part-time employees and retirees through the District's Employee Benefits FlexPlan on a voluntary, employee-paid basis (except for Core Life and AD&D, and Standard Short Term Disability which are Board-paid for full time employees).

Benefits eligible AFSCME employees enrolled in a health plan currently receive an annual Board contribution (flex dollars) of \$340.00. These dollars may be used to offset the cost of enrollment in the voluntary flexible benefit plans contemplated by this RFP. These dollars may also be taken in cash. There is no guarantee these flex dollars will continue to be offered in the future.

In addition, employees who opt out of Board-paid Health insurance receive an annual contribution of \$1,200.00. These dollars may be used to offset the cost of enrollment in the voluntary flexible benefit plans contemplated by this RFP.

LIFE & AD&D

M-DCPS provides its eligible employees with a comprehensive life insurance program which includes:

- Core (Board paid) Group Term Life, and Accidental Death & Dismemberment Insurance in an amount equal to 1x or 2x salary (based upon union contract) (currently MetLife) effective date of hire. The employee is eligible based on union contract to purchase up to 2x their annual salary on a guaranteed basis.
- Optional Life (currently MetLife) up to 5x additional life for the employee, plus spouse (\$5,000 - \$30,000) and child (\$5,000 or \$10,000) coverage. After one year with additional optional coverage, employee may elect to purchase additional life up to 5x at any time of the year.
- Group Term Life, and Accidental Death & Dismemberment Insurance in the amount of \$5,000 for United Teachers of Dade eligible part-time employees and \$10,000 for AFSCME eligible part time employees. (based upon union contract) (currently MetLife).
- Retirees \$2,000 life (current participants only), \$5,000 life or \$10,000 life. Enrollment at the time of initial retirement (currently Metlife).
- Voluntary Life Insurance (currently Metlife) increments of 10,000 maximum \$100,000 Employee only coverage. Enrollment during initial employment and during annual open enrollment.
- Voluntary Accidental Death & Dismemberment Insurance (currently Metlife) increments of \$25,000 maximum of \$500,000. Employee, spouse and children coverage Enrollment during initial employment and during annual open enrollment. AFSCME Bargaining Unit (4) employees not eligible for this benefit.
- Blanket Accident Policy for its Police Officers statutorily required (currently Metlife)

Enrollment and Volumes are as follows:

Coverage	MetLife	
	Enrollment	Volume
Basic Life	33,369	\$1,573,300,000
Basic AD&D	35,921	\$1,566,000,000
Employee Optional Life	1,964	\$172,473,000
Employee Optional AD&D	8,336	\$2,171,597,000
Spouse Life	1,166	\$18,155,000
Child Life	1,335	\$10,830,000
Spouse AD&D	1,166	\$18,155,000
Child AD&D	N/A	N/A
Employee Voluntary Life	12,866	
Retiree Life (\$2k, \$5k, \$10k)	2,444	\$17,000,000
Retiree Life (Voluntary)	2,228	\$105,700,000
Retiree (AD&D)	825	\$227,100,000
Blanket Accident Policy for Police Officers	176	N/A

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “Life & AD&D.zip”.

Additionally, M-DCPS is seeking competitive bids for a Blanket Accident Policy for its Police Officers (approximately 176 officers) in accordance with Florida Statute 112.19. Currently, this Policy is underwritten by Metlife.

DENTAL

M-DCPS provides its eligible employees with a comprehensive dental program consisting of two indemnity plans and two managed dental plans. Retirees and part time employees are eligible to purchase dental at their own cost. Both the indemnity plans and the managed dental plans contain standard and high dental plans. Currently, the four dental plans (two indemnity plans and the two managed dental plans) are administered by MetLife. All plans are fully-insured and the benefit is employee paid, but some portion may be covered by the Board Flex dollars.

Enrollment summary:

Plan - Active	“Managed Plans”		“Indemnity Plans”		Total
	Standard	High	Standard	High	
Employee Only	1,985	4,614	4,798	4,592	15,989
Employee & Family	1,187	3,342	2,587	1,657	8,773
Total	3,172	7,956	7,385	6,249	24,762
Plan - Retiree	Standard	High	Standard	High	Total
Retiree Only	477	119	1,332	1,689	3,617
Retiree & Family	224	846	656	499	2,225
Total	701	965	1,988	2,188	5,842

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “Dental.zip”.

VISION

M-DCPS provides its eligible employees with a vision program insured by United Healthcare. This plan is employee-paid, although some portion may be covered by Board Flex dollars. Retirees and part time employees are eligible to purchase vision at their own cost.

Enrollment summary:

Coverage Level- Active	UnitedHealthcare
Employee Only	12,375
Employee & Family	6,225
Total	18,600
Coverage Level- Retiree	UnitedHealthcare
Retiree Only	3,202
Retiree & Family	1,364
Total	4,566

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “Vision.zip”.

HOSPITAL INDEMNITY

M-DCPS offers their employees a Hospital Indemnity Plan. The plan pays \$50, \$100, or \$150 per day for inpatient admissions. Note that the daily benefit level for family coverage may differ from that of the employee as long as it does not exceed the employee daily benefit amount. The plan is employee-paid, although some portion may be covered by Board Flex dollars, and is offered to all 36,000 benefit eligible employees. Retirees and part time employees are eligible to purchase Hospital Indemnity at their own cost. CIGNA provides the Hospital Indemnity plan on a fully-insured basis.

Enrollment summary:

Coverage Level	\$50/day Benefit	\$100/day Benefit	\$150/day Benefit
Actives			
Employee Only	1,870	3,505	5,049
Employee & Family	675	1,208	1,892
Retirees			
Employee Only	312	732	892
Employee & Family	84	252	329
Total	2,941	5,697	8,162

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “HIP.zip”.

GROUP LEGAL INCLUDING SENIOR ASSISTANCE

M-DCPS offers its eligible employees a Group Legal Program including a Senior Assistance Program. ARAG and US Legal insure this program for M-DCPS. These plans are employee-paid, although some portion may be covered by Board Flex dollars, and is offered to 36,000 benefit eligible employees. Retirees and part time employees are eligible to purchase legal at their own cost.

Enrollment summary:

Plan - Active	ARAG		US Legal	
	Legal Plan	Senior Advocate	Family Protector	Senior Protector
Employee and Family (employee coverage automatically includes family)	7,935	348	3,029	258
Plan - Retiree				
Employee and Family (employee coverage automatically includes family)	2,388	102	193	68

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “Legal & Senior Advocate.zip”.

IDENTITY THEFT PROTECTION

M-DCPS currently offers identity theft protection beyond the limited services available through the group legal programs. Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “Identity Theft.zip”.

Actives	ID Watchdog
Employee Only	2,379
Employee & Family	782
Retirees	
Retiree Only	454
Retiree & Family	183

SHORT TERM DISABILITY

M-DCPS provides eligible employees with Core Board-paid Standard Short Term Disability.

The Standard Upgrade plan and the High Upgrade plan are paid up to 24 weeks after a 15 calendar day elimination period while the High Plan benefits are paid up to 22 weeks after a 30 calendar day elimination period. Employees may “buy up” or select these plans on a voluntary basis by agreeing to pay the difference in premium between the Board-paid Standard plan and their ‘buy up’ option on a voluntary basis. The STD premium is paid on a pre-tax basis.

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “STD.zip”.

The current underwriter is The Hartford. There are four levels of STD coverage:

Standard:	60% of weekly earnings to a maximum benefit of \$500
Standard Upgrade:	60% of weekly earnings to a maximum benefit of \$500
High:	60% of weekly earnings to a maximum benefit of \$1,000
High Upgrade:	60% of weekly earnings to a maximum benefit of \$1,000

The Standard Plan benefits are paid up to 22 weeks after a 30 calendar day elimination period. ***Effective January 1, 2003 this plan became a Board paid benefit provided to all eligible full-time employees.***

LONG TERM DISABILITY

The elimination period (180 days), minimum benefit (greater of \$100 or 10% of gross benefit) and duration (Social Security Normal Retirement Age) are the same for all four levels. Employees may select one of the four plans on a voluntary basis -- 100% employee paid, currently on a **post-tax** basis. When disability coverage is elected as a component of a Flex package tied to a medical plan option, the benefit is Board-paid on a **pre-tax** basis.

Proposers should attempt to match at a minimum the current plan designs as closely as possible, noting deviations as instructed (if applicable). Details regarding the current plan designs offered are provided in the attachment entitled “LTD.zip”.

The current underwriter is The Hartford. There are four levels of LTD coverage:

Level 1:	60% of monthly earnings to a maximum benefit of \$1,800
Level 2:	60% of monthly earnings to a maximum benefit of \$3,000
Level 3:	60% of monthly earnings to a maximum benefit of \$5,000
Level 4:	60% of monthly earnings to a maximum benefit of \$7,500

Coverage - STD	The Hartford
Standard (Board-Paid)	33,861
Standard Upgrade	2,914
High	364
High Upgrade	1,154
Coverage - LTD	
Level 1	2355
Level 1 on Waiver	9
Level 2	1717
Level 2 on Waiver	11
Level 3	452
Level 3 on Waiver	2
Level 4	22

LONG TERM CARE

The School Board discontinued the offering of a Long Term Care Group in 2003 due to a change in the company's financial rating, which did not meet the District's standards. M-DCPS is seeking competitive bids for a Fully Portable Group Policy to be offered on a guaranteed basis. This product may be written on an individual policy.

Plans would be employee-paid, although some portion may be covered by Board Flex dollars, and offered to 36,000 benefit eligible employees.

Proposers should include products with flexible plan designs, marketing capabilities, rates competitive in the marketplace, offer a group discount, ability to market (licensed to sell) in all States where actives/retirees reside, ability to provide 1-on-1/online/telephonic enrollment and also be willing to work with an outside enrollment organization.

BLANKET ACCIDENT POLICY

M-DCPS is seeking competitive bids for a Blanket Accident Policy for its Police Officers (approximately 176 officers) in accordance with Florida Statute 112.19. Currently, this Policy is underwritten by Metlife. Proposed policy must conform to the most current provisions of Florida Statute **112.19** "Law enforcement, correctional, and correctional probation officers; death benefits." A copy of the Metlife policy is included in this RFP (Blanket Accident Policy.pdf and Statute112.19.pdf), but that policy may not reflect all of the current statutory requirements.

	METLIFE	
Coverage	Enrollment	Volume
Blanket Accident Coverage	176	Not available

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 GROUP TERM LIFE INSURANCE & FLEXIBLE BENEFITS PROGRAM - RFP NUMBER 041-PP10 DUE: 2:00 P.M. JULY 17, 2014.”**

NO PROPOSAL WILL BE CONSIDERED IF NOT SUBMITTED IN THE MAINFRAMESPECIFIED 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 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. 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.
2. Any contract awarded as a result of this Request for Proposal must be in full compliance with all applicable State/Federal Regulations and Laws.
3. Any reinsurance agreements or joint administrative or joint ventures must be described in detail in your proposal.
4. 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.
5. 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.
6. 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.
7. 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
8. Licensing – Proposers must be licensed in the State of Florida for at least three (3) years.
9. Proposers must have experience in underwriting and providing benefit plans as part of IRC Section 125 Cafeteria Plan market for at least three years for employer groups of at least 20,000 lives.
10. 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.

11. 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.

12. 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
Life (Basic)/AD&D	One on-site representative for the account.	Please see requirements as stated above
Life (Voluntary)	One on-site representative for the account.	Please see requirements as stated above
AD&D (Voluntary)	One on-site representative for the account.	Please see requirements as stated above
Dental (DHMO)	One on-site representative for the account.	Please see requirements as stated above
Dental (Indemnity)	One on-site representative for the account.	Please see requirements as stated above
Vision	One on-site representative for the account.	Please see requirements as stated above
Hospital Indemnity	One on-site representative for the account.	Please see requirements as stated above
Group Legal (including Senior Assistance)	One on-site representative for the account.	Please see requirements as stated above
Identity Theft Protection	One on-site representative for the account.	Please see requirements as stated above
Short Term/Long Term Disability	One on-site representative for the account.	Please see requirements as stated above

*The board reserves the right to negotiate the number of representatives per product and/or contract.

13. 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.
14. 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.
15. 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.
16. Proposers must comply with the minimum performance objectives outlined in the Performance Guarantees Section of the flexible benefits 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.

17. 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.
18. 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.
19. 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.

20. 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 or by contacting the Office of Economic Opportunity at (305) 995-1307.
21. Financial Rating: 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.
22. 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.

23. 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.
24. Lobbyists: The School Board has a Board Policy regarding registration of lobbyists which must be complied with. Board Policy 8150-LOBBYISTS
25. The proposer must have the ability and willingness to accept electronic enrollment/eligibility data for actives and retirees and paper enrollment for COBRA (where applicable) 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.

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 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' flexible benefits 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.

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 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 sixty (60) 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.

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 Minimum Qualifications will be considered. Proposers are cautioned that restrictive deviations from the RFP must be clearly stated on the Proposal Forms 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 **Flexible Benefits Questionnaire**, All RFP Proposer Specification. 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		
II	Small, Micro and M/WBE Participation		
II	Compliance with Stated/Federal Regulations		
II	Compliance with Laws		
II	Irrevocability of Proposals		
II	Use of Proposal Forms		

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	Protest to Contract Solicitation or Award		
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 Requirement – 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.

- 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

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. 041-PP10

It is the intent 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.

Proposals are being sought for the following:

- Core Group Term Life, Optional Life and Accidental Death & Dismemberment
- Insurance, Dependent Life, Retiree Life
- Voluntary Life Insurance
- Voluntary Accidental Death & Dismemberment Insurance
- Short and Long Term Disability
- Blanket Accident Policy for its Police Officers
- Managed Dental Insurance-Low and High Plan
- Indemnity Dental Insurance- Low and High Plan
- Vision Care Insurance
- Hospital Indemnity Insurance
- Group Legal
- Senior Assistance
- Identity Theft Protection
- Long Term Care

The benefits being solicited in this RFP are components of an IRC Section 125 Cafeteria Plan. All proposals must provide continuous coverage for all current plan participants and guaranteed insurability to all eligible employees, thereby assuring no lapse or loss of coverage. Proposers may submit proposals to underwrite any or all of these coverage's.

FBMC Benefits Management (FBMC) of Tallahassee, Florida, is the Board's Third Party Administrator (TPA) for its IRC Section 125 Cafeteria Plan and Aon Hewitt is the Board's independent employee benefits consultant.

M-DCPS has retained Aon Hewitt to assist with the preparation of this RFP, pre-proposal conference, preparation of addenda, analysis of proposals, 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.

Proposers may submit proposals to underwrite any or all of these coverages.

POLICY PROVISIONS

The following provisions are included in each of the current benefit plans and it is the Board's desire that Proposers include these provisions in all FlexPlan benefits effective January 1, 2015.

- Actively at work clause – actively at work restrictions on eligibility must be waived
- Effective date of coverage – Core (Board-paid) policies become effective on the date of hire. Typically, Voluntary Benefit policies become effective for new hires on the first of the month after an employee has their first payroll deduction and January 1 of each Plan Year after the annual open enrollment.
- Proposers must be willing to accept retroactive additions and terminations as determined by M-DCPS.
- The Board desires that no minimum participation requirements be included. As well as no required employer contributions be included for any voluntary benefits. If your proposal includes such a requirement, you must state this in your proposal and Transmittal Letter.
- 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.
- All requested benefit plans are to be offered on a fully insured (guaranteed cost) basis. However, M-DCPS reserves the right to change the funding arrangement for any or all of these benefit plans during the course of the contract period.
- Pre-existing conditions – There is a pre-existing condition limitation (3/12) on the Long Term Disability Plan.
- STD and LTD plans are available on a Guaranteed Issue basis in the initial Plan Year and for New Hires at the time of their initial enrollment. Late enrollees and enrollees who wish to buy up are subject to Evidence of Insurability.
- For the STD plan, the carrier is responsible for paying the FICA portion on behalf of the Board.

CONTINUITY OF COVERAGE (NO LOSS / NO GAIN PROVISION)

In order to prevent loss of coverage for an employee in the event of a change in insurance carriers, Proposers must provide coverage as follows:

The plan will cover, subject to premium payments, any employee who is (1) insured with the prior carrier at the time of transfer and (2) is not actively at work due to injury, sickness or leave of absence.

ATTACHMENT OF SPECIMEN CONTRACTS AND POLICIES

All Proposers must submit, as part of their proposal, a complete specimen copy of any contract or policy, including copies of all forms and endorsements to which the School Board will be a party, if the School Board accepts the proposal.

CONFLICT WITH SPECIMEN CONTRACTS OR POLICIES

Unless specifically noted to the contrary in the proposal, the submission of a specimen contract or policy with a proposal shall not constitute notice of the Proposer's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of a specimen copy shall be deemed to be an offer in at least full compliance with the RFP, and the Proposer expressly agrees to reform said contract or policy to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a specimen copy shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the School Board beyond that required by the RFP.

TPA ADMINISTRATIVE SERVICES

Miami-Dade County Public Schools is responsible for the administration of the annual open enrollment application, maintaining and distributing eligibility data, and the self-billing and payment distribution to all vendors for employee deductions and Board contributions for all benefit eligible employees. Miami-Dade County Public Schools contracts with a TPA to provide the following IRC Section 125 Cafeteria Plan services.

1. Administration of all cafeteria plan benefits. This administration includes, but is not limited to:
 - a. Maintaining employee part-time and retiree records, including individual account information, dependent and beneficiary information.
 - b. Reconciling payroll and eligibility data with the School Board and benefit plan providers for all flexible retiree benefits.
 - c. Comprehensive Customer Services including toll-free telephone numbers, documented calls, and representatives thoroughly trained on the School Board's benefit plans.
 - d. Maintaining the eligibility of dependents for dental and vision plans only as set forth by M-DCPS. Transmits data on part-time employees and retirees to insurance providers.
 - e. Collection of M-DCPS-specific enrollment, premium and utilization data on a quarterly and year-end basis.
 - f. Maintains the administration of retiree flex plan deductions through direct pay or through deductions from the Florida Retirement System (FRS) and transmits payment to appropriate insurance providers.
2. Designing, producing, and distributing all required enrollment and educational materials associated with a Section 125 Cafeteria Plan in conjunction with the Board's Staff. All material must have final approval of M-DCPS Risk and Benefits Management staff.
3. Conducting the annual enrollment of all fringe benefits included in the Board's Cafeteria Plan. This includes, but is not limited to the following:
 - a. Open Enrollment for full-time employees including new hires and retirees.
 - b. Part-time employee enrollment.
 - c. Materials distribution
 - d. 40-50 enrollment representatives (50% bi-lingual) and training.
 - e. Retiree enrollment processing including data entry, verification, reconciliation and error correction.

- f. Ongoing data exchange among the Board, the Administrator and the benefit plan providers on retiree and part-time enrollment, if applicable.
- g. Supplemental data exchange during Open Enrollment among the parties mentioned in (f) above.
- h. Confirmation notices for retiree and part-time employees.
- i. Establish and maintain eligibility of eligible dependents for medical, dental and vision plans only.

ELIGIBILITY

Employees who are eligible for benefits include the following:

- All full time employees and part time employees that are deemed eligible by labor contract and who are compensated by the Board in accordance with the Board's general practices.
- Employees on Board approved but unpaid leave may continue their coverage depending on leave status by paying the required premium in a timely manner on a frequency determined by the Board. The District's TPA will provide billing services for employees on approved leave.
- Part-time and Retirees may continue their coverage by paying the required premium in a timely manner on a frequency determined by the Board. The District's TPA will provide billing services for part-timers and retirees.

ANNUAL OPEN ENROLLMENT

All employees enroll for the Board paid Medical and FlexPlan benefits during the annual Open Enrollment period. As part of their Contract with the School Board, FBMC plans and conducts the annual Open Enrollment prior to the beginning of each Plan Year. Enrollment is conducted via the Internet and supplemented by the use of on-site Enrollment Counselors.

- FBMC subcontracts with an enrollment company to provide skilled salaried Enrollment Counselors that are trained to enroll and educate employees about the benefits provided through the FlexPlan. Provider companies are required to provide personnel to conduct training for the Enrollment Counselors at a time and place to be determined by the Board.
- The annual Open Enrollment is typically conducted in the Fall for the subsequent Plan Year. The next annual Open Enrollment period will begin in Fall 2014 for the 2015 Plan Year. All employees must complete their enrollment via the Internet and any employee who does not complete the Internet enrollment will not be enrolled for any voluntary FlexPlan benefits.
- Employees enroll by logging in to the M-DCPS employee portal. Enrollment Counselors visit work locations during the Open Enrollment. The Enrollment Counselors provide pre-scheduled group presentations and assist employees with any questions or concerns they may have.
- The District's TPA provides a Customer Service call center from 7 a.m. to 10 p.m., Monday through Friday for enrollment, eligibility and general service assistance year-round.
- The Board may require each Benefit Provider to participate in Open Enrollment meetings. Providers must send representatives to attend all Open Enrollment meetings to answer questions regarding their respective benefit plan.

ADMINISTRATIVE SERVICES

The Proposers must have the ability to perform applicable administrative services such as:

- Claims Administration
- Payment and Eligibility reconciliation
- Customer Service
- Provider Relations

If the Proposer sub-contracts all or any part of these services to a Third Party, they must disclose remuneration for such services. Such disclosure must include a full description of the services and the basis, amount, payor, payee and frequency of the remuneration.

BENEFIT FAIRS

The Board will schedule periodic benefit fairs for the purpose of providing additional information to employees on all Board sponsored benefit plans. The timing and scheduling of the benefit fairs will be determined at a later date. Benefit plan providers must agree to send a representative to attend the benefit fairs to answer questions and/or promote their respective benefit flexible plan

PREMIUM REMITTANCES

Employee Paid Benefits

Employee paid benefit premiums are collected by the Board on a per-payroll (bi-weekly) basis and remitted to the specified vendor. Board employees are paid and premium deductions are taken via 20, 24, or 26 pay periods annually. The District sends providers a bi-weekly remittance package which includes, a remittance report or a payroll interface file and check payment. The report specifies the payroll period for which the payment is being remitted, as well as the total premium payment. Some providers opt to receive the full report (hard copy), electronic file, others opt to only receive the check with no backup documentation included. Alternatively, the District may provide this information through an electronic interface.

Employee Paid Benefits (Part-time and Retirees)

Part-time and Retirees that purchase flexible benefits are billed by the District's Third party Administrator. Premiums are collected directly or through the Florida Retirement System (FRS). The TPA will remit payment collected and supporting documentation to the specified vendor.

Employee Paid Benefits (COBRA)

Benefit premiums for dental and vision benefits of COBRA eligible participants are collected by the Board on a monthly basis and remitted to the specified vendor. The District sends providers a monthly remittance package which includes a remittance report and check payment. The report specifies the period for which the payment is being remitted, as well as the total premium payment. Some providers opt to receive the full report, others opt to only receive the check. Alternatively, the District may provide this information through an electronic interface at its discretion.

Employer Paid Benefits

Employer paid benefit premiums are remitted to Providers directly by the Board on a monthly basis. M-DCPS remits payment on a self-billing basis. Providers are not to submit monthly billings to the Board. An electronic remittance listing that includes a list of enrolled employees and the applicable premium remittance can be made available to providers with each payment.

The remittance listing will be made available via File Transfer Protocol (FTP) and the data will be encrypted using PGP. Providers will be responsible for downloading, decrypting and reconciling the remittance listings.

Employees on a Leave of Absence

Billing for M-DCPS employees on a leave of absence is processed by District's TPA. A bill is sent to each employee on leave and tracked for payment. The remittance for these employees will be included in the bi-weekly premium payment sent directly by the School Board.

BENEFIT CERTIFICATES

Benefit certificates are to be provided in a PDF format to the Office of Risk and Benefits Management within 30 days of the final implementation for each plan year for review and final approval. The certificates will be posted on the School Board's website. In addition, the provider must be able to provide a certificate directly to any School Board benefit-eligible employee upon request. No certificates will be sent to the Board for distribution.

SECTION IV: SELECTION CRITERIA

SECTION IV: SELECTION CRITERIA

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 Flex benefit plans, effective utilization review and appropriate quality assurance measures.
2. Financial stability of selected Proposer in a self-insured and/or stop-loss environment.
3. Willingness to guarantee rates, including length of guarantees
4. Ability to provide acceptable plan designs as required by M-DCPS as a result of the collective bargaining process.
5. Effective grievance procedure that will accept M-DCPS input prospectively.
6. Ability and willingness to adhere to requested service and performance guarantees.
7. The ability to deliver on a timely basis, and in the frequency specified, the requested experience, utilization data, and reports.
8. Availability of electronic experience and utilization reports, designed and generated by M-DCPS' Risk Management staff and its consultant.
9. Flexibility in reporting and communications capabilities including the ability to customize management reports and employee communications materials to meet M-DCPS' specific requirements.
10. Local service and administrative office accessibility.
11. Superior customer and member service (including providing a dedicated member service unit and a dedicated toll-free phone number for member inquiries).
12. 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(S)

SECTION V:
QUESTIONNAIRE(S)

Please complete the Excel file found here 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

Life & AD&D.zip

Dental.zip

Vision.zip

HIP.zip

Legal & Senior Advocate.zip

Identity Theft.zip

STD.zip

LTD.zip

Blanket Accident Policy.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)