



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

**SUPPLY MANAGEMENT & LOGISTICS**  
**WILLIAM B. HARRIS, JR., C.P.M., DIRECTOR**

[www.browardschools.com](http://www.browardschools.com)

## **SCHOOL BOARD**

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*Vice Chair*  
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DR. ROSALIND OSGOOD  
NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

April 8, 2013

### **ADDENDUM NO. 3** **RFP 14-001V** **OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

CALLED FOR: 2:00 PM, APRIL 9, 2013

#### **TO ALL PROPOSERS:**

There have been questions about the following issues:

1. Section 6.3.3, Professional Liability having a deductible not to exceed \$25,000.
2. Section 6.3.8, Required Conditions – having the additional insured as “its members, officers, employees and agents” on the certificate of insurance.

Risk Management Department has responded back to the Supply Management & Logistics Department this morning and stated that these are standard insurance requirements and should be included in the RFP. There will be no changes made to the insurance requirements.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the “Required Response Form”, Page 1 of RFP 14-001V, Proposer certifies acceptance of this Addendum.

Sincerely,

---

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

CVH/ss



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April 3, 2013

### ADDENDUM NO. 2 RFP 14-001V OCCUPATIONAL AND PHYSICAL THERAPY SERVICES

CALLED FOR: 2:00 PM, APRIL 9, 2013

#### TO ALL PROPOSERS:

This Addendum amends the above referenced RFP in the following particulars only:

1. Based upon the number of inquiries about this specification, Risk Management has deleted this specification from the insurance requirements on this RFP since this insurance is cost prohibitive or vendors cannot obtain this level of insurance.

~~6.3.4 — SEXUAL ABUSE/MOLESTATION LIABILITY: Sexual Abuse/Molestation Liability covering all wrongful acts, errors and/or omissions associated or arising out of services provided under this contract with limits of not less than \$1,000,000 per occurrence. The insurance shall be subject to a maximum deductible not to exceed \$25,000.~~

2. **DELETE:** Page 15 of 25 Pages – **REVISED** -     **INSERT:** Page 15 of 25 Pages – **REVISED** - 1

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 14-001V, Proposer certifies acceptance of this Addendum.

Sincerely,

---

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

CVH/ss  
Enclosure

## 6.0 SPECIAL CONDITIONS

- 6.1 The complete original Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 9, 2013** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT  
SBBC

7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

**Attention: RFP 14-001V – OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

Proposer shall submit one original Proposal with an original manual signature (**blue ink preferred**). Proposer should also submit fifteen (15) additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

### 6.3 **INSURANCE REQUIREMENTS**

#### **MINIMUM INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible shall not exceed \$25,000.
- 6.3.4 ~~**SEXUAL ABUSE/MOLESTATION LIABILITY:** Sexual Abuse/Molestation Liability covering all wrongful acts, errors and/or omissions associated or arising out of services provided under this contract with limits of not less than \$1,000,000 per occurrence. The insurance shall be subject to a maximum deductible not to exceed \$25,000.~~
- 6.3.5 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

\_\_\_\_\_ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management Department at 866-897-0424).



➤ **QUESTION #1:**

How many therapists (or hours) are needed for each discipline (OT, PT, SLP) in relation to this RFP?

**ANSWER TO QUESTION #1:**

*Only therapists for OT/PT are needed in relation to this RFP. No exact number is available at this time. It will be determined by number of approved vendors and how many full-time therapists and part-time therapists are offered by these approved vendors.*

➤ **QUESTION #2:**

How many hours per day/hours per week are scheduled for each therapist?

**ANSWER TO QUESTION #2:**

*A full-time therapist is expected to be available from 7:30 AM till 4:00 PM, 5 days a week; except for holidays and when schools are closed.*

➤ **QUESTION #3:**

How many students and school locations will be included on each therapist's case on average?

**ANSWER TO QUESTION #3:**

*Therapists are assigned a territory of schools in order to cut down on traveling. Number of assigned students and locations will depend on how much treatment/IEP time each student has.*

➤ **QUESTION #4:**

Is travel time between school locations included as part of their billable work day?

**ANSWER TO QUESTION #4:**

Yes.

➤ **QUESTION #5:**

Please list the current vendors providing OT/PT services and what are their rates?

**ANSWER TO QUESTION #5:**

*A list of awarded OT/PT Therapists and their pricing are located at this link:*

[http://www.broward.k12.fl.us/supply/docs/contracts/29-022B%20\\_%20Occupationa\\_%20and\\_%20Physical\\_%20Therapy\\_Services.pdf](http://www.broward.k12.fl.us/supply/docs/contracts/29-022B%20_%20Occupationa_%20and_%20Physical_%20Therapy_Services.pdf)

➤ **QUESTION #6:**

Does the estimated usage hours represent total hours of service for the District, contract and direct hire? If not, how many hours are currently being covered by current vendors? How many hours by direct hire?

**ANSWER TO QUESTION #6:**

Yes.

➤ **QUESTION #7:**

Have current Providers met all your staffing needs? Are you happy with their services?

**ANSWER TO QUESTION #7:**

*Yes to both questions.*

➤ **QUESTION #8:**

Are therapist resumes/or license required with submittal of Proposal or upon award?

**ANSWER TO QUESTION #8:**

*Refer to Sections 4.2.2 and 4.4.1.5 of the RFP.*

➤ **QUESTION #9:**

Anticipated award date?

**ANSWER TO QUESTION #9:**

*Estimated award date will be 6/11/13 for the School Board. This is subject to change.*

➤ **QUESTION #10:**

Multiple or single vendor award?

**ANSWER TO QUESTION #10:**

*Refer to Section 5.4 of the RFP.*

➤ **QUESTION #11:**

In the table of contents, it states that Attachment E is a "sample agreement" and then Attachment F is the "business associates agreement"; however, specifically states the business associate agreement is to be signed after the award of the contract. Are all attachments to be completed upon award of the contract or to be included in the RFP? And, is the "sample agreement" mandatory, as is the business agreement?

**ANSWER TO QUESTION #11:**

*Attachment E – Sample Agreement is used when there is a negotiation and there are changes from the original submitted proposal from the Proposer. Negotiations are conducted after the evaluation and scoring of the RFP. Attachment E does not have to signed or returned with your proposal. The Business Associate Agreement is required if there is not a signed copy on file with our Risk Management Department. The Risk Management Department will notify you, in writing, if you need to fill out, sign and return the Business Associate Agreement.*

➤ **QUESTION #12:**

On Page 4 of 25 of the RFP, it states the due date is April 2<sup>nd</sup>, is that correct? Because other areas state the due date is April 3, 2013 at 2:00 PM.

**ANSWER TO QUESTION #12:**

*This is a typo and a revised Page 4 of 25 Pages is attached to this Addendum.*

➤ **QUESTION #13:**

On Page 6 of the RFP, under 4.2.3, it questions under firms, whether proposers are SBBC employees. If I currently have the contract with SBBC for OT/PT services, am I an employee or a vendor/contractor? If I am already a contractor, I am not an employee, correct?

**ANSWER TO QUESTION #13:**

*An employee of the District is one that receives a "paycheck" from a department or school and receives benefits. Vendors under the OT/PT contract are not employees but are considered contracted vendors and do not receive a "paycheck" from a department or school or receive benefits. A contracted vendor cannot be employed by a department or school and receive a paycheck and be awarded a Bid/RFP (contract) and be paid under that contract.*

➤ **QUESTION #14:**

On Page 9 of the RFP, under 4.4.2.8, it states maximum time is 7-1/2 hours unless prior authorization is given. What if the 7-1/2 hours is already performed; however, the IEP meeting you are in is long than expected and you do not have prior authorization? Does prior authorization have to be in writing and submitted with vouchers?

**ANSWER TO QUESTION #14:**

*No, you do not need prior authorization for an IEP meeting running longer than usual. Yes, prior authorization has to be in writing from the ESE Department for other situations. Our voucher system is very self-explanatory.*

➤ **QUESTION #15:**

On Page 9 of the RFP, Section 4.4.2.7. What is the reduction of service and what constitutes "excessive failure to meet the requests?"

**ANSWER TO QUESTION #15:**

*Reduction of service time is at the discretion of the ESE Department and can be for a number of different reasons. Failure to meet the requirements of the RFP and work schedules can result in default/cancellation of your contract.*

➤ **QUESTION #16:**

On Page 9 of the RFP, Section 4.4.2.9, what request is the statement referring to, in addition to the interview?

**ANSWER TO QUESTION #16:**

*Depending on a possible candidate's resume, outside recommendations and answers to possible questions may be asked of the candidates.*

➤ **QUESTION #17:**

On Page 10 of the RFP, 4.4.2.10, if the proposer is unable to obtain a substitute, what is the “responsible compensatory payments to the School Board for a lapse of service mean? How much money are they referring to and for how long? Further in the contract, it states the need for a therapist will open up to all other vendors.

**ANSWER TO QUESTION #17:**

*Compensatory payment for a lapse of service is considered on a situation-by-situation basis. Need for a therapist will open up to all vendors the minute no substitute is offered or available, so as to prevent an interruption of student services.*

➤ **QUESTION #18:**

On Page 14 of the RFP, Section 5.3, what does it mean that SBBC negotiates any term, condition, specification or price, after the contract has been finalized?

**ANSWER TO QUESTION #18:**

*After the evaluation has been performed and scored, the Evaluation Committee has the right to negotiate any, term, condition, specification or price with the recommended vendor. Negotiate means to deal or bargain with another person.*

➤ **QUESTION #19:**

On Page 15 of the RFP, Section 6.1, the date is incorrect – 2012.

**ANSWER TO QUESTION #19:**

*A revised page will be attached to this Addendum.*

➤ **QUESTION #20:**

On Page 15 of the RFP, Section 6.2, it states one original hard copy, one original electronic version, and an additional electronic version in Word 6.0 or higher on a CD, plus 30 copies; however, earlier in the contract it does not list an electronic version and on 15 Copies. Which is accurate? Is Microsoft Word the same as Word 6.0? Can the electronic version be on a memory stick?

**ANSWER TO QUESTION #20:**

*On Page 15 of the RFP, Section 6.2 about the submittal of the proposals will need to be deleted. Our word processor placed this paragraph in error in the Supply Management & Logistics RFP shell. The correct wording for the submittal of the proposals is:*

***One complete, original Proposal (clearly marked as such), and 15 copies (which must be identical to the original Proposal, including any supplemental information/marketing materials), of the RFP Proposal, including this REQUIRED RESPONSE FORM (Page 1 of RFP 14-001V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements.***

*See Revised Page 15 of 25 Pages attached to this Addendum.*



➤ **QUESTION #21:**

On Page 16 of the RFP, Section 6.5.3. What records is the SBBC accessing of mine? Vouchers?

**ANSWER TO QUESTION #21:**

*The answer to this question is stated in 6.5.1 or on the revised page 6.4.1 attached to this Addendum.*

➤ **QUESTION #22:**

On Page 17 of the RFP, Section 6.5.4, it states if an overpayment is received, the proposer will reimburse SBBC 18% annum. What if the overpayment is an oversight by the proposer?

**ANSWER TO QUESTION #22:**

*If the oversight is by the Awardee, SBBC will reimburse an over payment back to the Awardee as soon as possible, no interest accrued.*

➤ **QUESTION #23:**

Isn't SBBC responsible for paying vouchers in a timely fashion, minority business within seven (7) business days? What happens if SBBC is delayed in payment by a month?

**ANSWER TO QUESTION #23:**

*This depends on the situation if a payment will be late. The question is too broad to speculate. SBBC tries to pay vendors in a timely manner. If the invoice is incorrect, for example, payment will be late to the vendor.*

➤ **QUESTION #24:**

For the ACH, is that mandatory? What if you do not want direct deposit? With direct deposit, an overpayment may be missed for a period of time.

**ANSWER TO QUESTION #24:**

*This information is placed in the RFP to let proposers know that direct deposits are available. This is not a requirement at this time. A copy of the ACH form will be sent with the contract award letter. If you desire to have this service, you would return the completed form back to the Supply Management & Logistics Department.*

➤ **QUESTION #25:**

On Page 17 of the RFP, Section 6.5.5 states if overpayment of 10%, proposer has to pay the audit fees, is that in addition to the 18% annum?

**ANSWER TO QUESTION #25:**

*If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.*

➤ **QUESTION #26:**

On Page 18 of the RFP, Section 7.1.2, why is my company responsible for SBBC attorney fees?

**ANSWER TO QUESTION #26:**

*This is required if there is a lawsuit against your company. This is standard in written contracts.*

➤ **QUESTION #27:**

On Page 19 of the RFP, Section 7.19 – Billing Instructions, it states duplicates need to be sent to ESE, OT/PT department at KCW. Do we send the original plus one duplicate to ESE OT/PT department and is their location moving?

**ANSWER TO QUESTION #27:**

*All invoices must be sent to the address stated in Section 7.19, original and duplicate. Current location of the ESE Department is 600 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301. If a move is scheduled, letters/emails to Awardees will be sent out in plenty of time to avoid any interruptions of payment.*

➤ **QUESTION #28:**

On Page 22 of the RFP, Section 7.25, what is meant by other contracts?

**ANSWER TO QUESTION #28:**

*This condition states that SBBC may use any other government agency contracts in lieu of this contract if it is in SBBC's best interest to do so.*

➤ **QUESTION #29:**

On Page 24 of the RFP, Section 7.43, what is meant by other contract prices? If I have another contract with another agency receiving less per hour due to being different end "payers", SBBC can reduce my cost with them?

**ANSWER TO QUESTION #29:**

*If, from date of Proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.*

➤ **QUESTION #30:**

Attachment E has 2012 as the year.

**ANSWER TO QUESTION #30:**

*This is fine, it is only a sample Agreement and can be changed if needed.*

➤ **QUESTION #31:**

In Attachment E, Page 2, My company is responsible for the costs of audits for overcharges, even if they were made in error?

**ANSWER TO QUESTION #31:**

Yes.

➤ **QUESTION #32:**

In Attachment E, Page 5, I don't understand this statement. If SBBC doesn't allocate enough funds, my company will not reimburse for services provided?

**ANSWER TO QUESTION #32:**

*Schools and department must watch their budgets carefully not to overspend them. They should not have the vendor provide services if it cannot be covered within their budget. When a requisition has been entered those funds have already been encumbered for the services.*

➤ **QUESTION #33:**

In Attachment E, Page 6, If you accidentally overpay my company and I inform SBBC, I'm charged interest?

**ANSWER TO QUESTION #33:**

*You did not state which condition on Page 6 of Attachment E.*

➤ **QUESTION #34:**

In Attachment F, Page 3 (g) – what is a PHI in a designated record set...to meet requirements under 45CFR?

**ANSWER TO QUESTION #34:**

*"PHI" (Protected Health Information) generally refers to demographic information, medical history, test and laboratory results, insurance information and other data that is collected by a health professional to identify an individual and determine appropriate care.*

*"Designated Record Set" has the definition found at 45CFR 164.501. This definition includes the medical records and billing records about individuals maintained by or for a covered healthcare provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part or for the Plan to make decision about individuals.*

➤ **QUESTION #35:**

In Attachment F, Page 4, (m) – What is the business associate agreeing to mitigate?

**ANSWER TO QUESTION #35:**

*Business Associate agrees to mitigate any harmful effect that is known (in disclosure or breaches of PHI). Mitigation efforts should be tailored to the individual harm. Examples of mitigation include:*  
a) *Retrieving protected health information that was improperly disclosed.*  
b) *Preventing further disclosure through agreements with the recipient.*  
c) *If a Business Associate has made an improper disclosure, the Business Associate will "fix the problem".*

➤ **QUESTION #36:**

In Attachment F, Page 4, (n) – What copy of notice of privacy practice is the proposer producing in accordance with 45CFR?

**ANSWER TO QUESTION #36:**

*From the Office of Civil Rights - HIPAA website:*

***Does the HIPAA Privacy Rule require a business associate to create a notice of privacy practices?***

***Answer:***

*No. However, a covered entity must ensure through its contract with the Business Associate that the Business Associate's uses and disclosures of protected health information and other actions are consistent with the covered entity's privacy policies, as stated in covered entity's notice. Also, a covered entity may use a Business Associate to distribute its notice to individuals.*

***Please note:*** *any Business Associate that is also a covered entity under HIPAA and has created a privacy notice shall send it to me (the Privacy Officer). In addition, HIPAA regulations have recently changed...so Business Associates must be aware of the changes and requirements the new regulations impose on them. SBBC will revise its own privacy notice and Business Associate Agreement based on the new regulations.*

➤ **QUESTION #37:**

In Attachment F, Page 5, #6 – What information is the proposer required to transmit on behalf of SBBC to comply with the EDI rule? Is it Medicaid billing?

**ANSWER TO QUESTION #37:**

*The regulations cover multiple types of transactions. See 45 CFR Part 160, Subpart A and Part 162, Subparts A and I-R for the applicable transactions.*

➤ **QUESTION #38:**

Do all attachments have to be completed and submitted with the contract/bid? Or are they completed following the award of the contract?

**ANSWER TO QUESTION #38:**

**Attachment A**

*A1 - M/WBE Utilization Report – Not returned with Proposal – this is submitted to the M/WBE Office during the term of the contract*

*A2 - Employment Diversity Statistics – Fill out and return with Proposal*

*A3 - M/WBE Participation – Fill out and return with Proposal*

**Attachment B - Disclosure of Potential Conflict of Interest – Fill out and return with Proposal**

**Attachment C – W-9 Form – Fill out and return with Proposal**

**Attachment D – Drug-Free Workplace – Fill out and return with Proposal, if this applies to your company.**

**Attachment E – Sample Agreement – Information only DO NOT SUBMIT with Proposal**

**Attachment F – Business Associate Agreement DO NOT SUBMIT (To be signed after award of this contract)**

**Attachment G – References – Fill out and return with Proposal**

**Attachment H – ACH Payment Agreement Form – To be filled out and submitted after award of contract, if needed**

**Attachment I - Statement of "No Response" – Submit only if you are not submitting a Proposal**

➤ **QUESTION #39:**

Do subcontracts of vendors/companies have to hold the same insurance requirements as the vendors who receive the bid? i.e., auto, general, and sexual molestation in the amount of \$1,000,000 per occurrence. Why is the sexual molestation insurance amount \$1,000,000? My company already covers me for \$25,000 and stated that is the standard liability amount for that policy.

**ANSWER TO QUESTION #39:**

*The District does not contract with subcontractors; therefore, insurance will not be required from subcontractors. The District has chosen liability limits of \$1,000,000 per occurrence for sexual molestation coverage after several discussions and recommendations from our insurance broker.*

➤ **QUESTION #40:**

In Attachment G, if my corporation has held the contract with SBBC this past time (and I am an employee of my company), and, I do not work/subcontract for anyone else currently (for the past two years), do I only list SBBC as the Client Name in the reference information? Or do I list my company as the client and not the School Board?

Also, for the last part of the reference, how long has account been active (state in years and months), if I list SBBC, do I list the last contract period or the years I have contracted with SBBC total?

**ANSWER TO QUESTION #40:**

*SBBC can be listed as a reference on the Reference Information form. SBBC cannot tell you how to fill out your proposal, please use your best judgment.*

➤ **QUESTION #41:**

It appears to be unclear as to how many copies of the RFP are needed. One paragraph indicates one original with a manual signature and 15 copies. The following paragraph indicates one original hard copy, one original electronic version, an additional electronic version on a CD in Word 6.0 and 30 additional copies.

1. Exactly how many copies, in each format are needed?
2. In what format?
3. Can an electronic copy be submitted on a USB key?

**ANSWER TO QUESTION #41:**

*A paragraph as copied into this RFP which should not have been from our Word Processing Department. The following is what is needed to be returned with your proposal.*

*"Proposer shall submit one original Proposal with an original manual signature (blue ink preferred). Proposer should also submit fifteen (15) additional copies of the original Proposal. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers firm name clearly marked on the exterior of package."*

*See Revised pages attached to this Addendum*

➤ **QUESTION #42:**

The sexual abuse/molestation liability insurance, my current policy already covers me for \$25,000. Isn't that standard as 1 million seems extreme especially if we are vendors who have had the contract for many years without any problems?

**ANSWER TO QUESTION #42:**

*The District has chosen liability limits of \$1,000,000 per occurrence for sexual molestation coverage after several discussions and recommendations from our insurance broker.*

➤ **QUESTION #43:**

Please explain section 6.5. If I notice a discrepancy right away and alert the School Board is there still an 18% penalty?

**ANSWER TO QUESTION #43:**

*No. Only if the Auditor finds the discrepancy.*

➤ **QUESTION #44:**

In Section 4.4.2.8 on Page 9, normal working hours. What if I have a school that starts at 7:00 AM as its normal working hours and I see students at 7:15 every day for therapy do I have to get prior approval?

**ANSWER TO QUESTION #44:**

*No, as long as school is open and classes have started, no prior approval is needed.*

➤ **QUESTION #45:**

Section 4.4.2.10, Page 10. What if Awardee cannot find a qualified substitute, would SBBC just alert other vendors? What type of compensatory services would I provide and how much would I have to pay SBBC?

**ANSWER TO QUESTION #45:**

*See answer to Question 17.*

➤ **QUESTION #46:**

Section 4.4.2.14, Page 10. Will we get paid paperwork time like we do for billing Medicaid?

**ANSWER TO QUESTION #46:**

*Paid paperwork time includes logging requirements for Medicaid.*

➤ **QUESTION #47:**

Section 4.2.3. I am not sure how to answer the question. I am a vendor but does that mean I am not employed by SBBC?

**ANSWER TO QUESTION #47:**

*See answer to Question 13.*

➤ **QUESTION #48:**

I see in the RFP the requirement of \$1,000,000 auto insurance coverage. I currently have \$500,000 through Progressive and the remaining \$500,000 auto coverage through an umbrella policy with Travelers Insurance. This has been acceptable for the current bid. Will this satisfy the requirements for the new bid?

**ANSWER TO QUESTION #48:**

*The umbrella coverage of \$500,000 will increase this vendors automobile limit to \$1,000,000 as specified in our insurance requirements for RFP 14-001V. This will be viewed as acceptable as long as the umbrella coverage of \$500,000 is not used to increase coverage for General Liability, Workers Compensation or Professional Liability.*

➤ **QUESTION #49:**

How many working days are there for therapists each school year?

**ANSWER TO QUESTION #49:**

*186 school days plus any mandatory or optional early release days and employee days offered to the therapists.*

➤ **QUESTION #50:**

How many therapists do you anticipate needing for the coming year?

**ANSWER TO QUESTION #50:**

*No exact number is available. It will depend on how many full-time and part-time therapists have responded to this RFP and are awarded. Currently, approximately sixty-two (62) contracted full and part-time therapists are meeting our needs.*

➤ **QUESTION #51:**

How many District Occupational (OT) and Physical Therapists (PT) do you currently have on staff? How many are outsourced to vendors?

**ANSWER TO QUESTION #51:**

*One OTR and one COTA.*

➤ **QUESTION #52:**

How many District OT/PTs are retiring this year?

**ANSWER TO QUESTION #52:**

*None.*

➤ **QUESTION #53:**

Does Broward currently have any OT/PT compensatory time to make up?

**ANSWER TO QUESTION #53:**

*No.*

➤ **QUESTION #54:**

Who are the current providers for OT/PT services?

**ANSWER TO QUESTION #54:**

*See answer to Question 5.*

➤ **QUESTION #55:**

Please provide the current bill rate by Provider per discipline (OT/PT).

**ANSWER TO QUESTION #55:**

*See answer to Question 5.*

➤ **QUESTION #56:**

Please provide the number of FTEs (full time equivalents) by Provider by discipline (OT/PT).

**ANSWER TO QUESTION #56:**

*No exact number is available.*

➤ **QUESTION #57:**

Do your current providers need to re-bid or are they currently in an extension year?



**ANSWER TO QUESTION #57:**

*All current providers must submit a new proposal under 14-001V. RFP 29-022B will be expiring 6/30/13.*

➤ **QUESTION #58:**

Are therapist resumes and licensure requested or required with proposal? Or at the time of award?

**ANSWER TO QUESTION #58:**

*For Individuals see Section 4.4.1.3. For Firms see Section 4.4.1.5. Information must be submitted with proposal.*

➤ **QUESTION #59:**

Per Page 6, Section 4.0, Information to be included in the submitted proposal, Subsection 4.2.2 does the Florida licensed OT/PT have to supervise on-site or can it be done off-site?

**ANSWER TO QUESTION #59:**

*Our county utilizes a combination of both on-site and off-site supervision of COTAs and PTAs.*

➤ **QUESTION #60:**

Will this be a multi-award? If so, will services be utilized in a ranking or first serve?

**ANSWER TO QUESTION #60:**

*See Section 5.4 of the RFP. Services will be on an "as needed basis" throughout the District. There is no guarantee of business, guarantee of specified volume of service or minimum dollar revenue to be received on this contract.*

➤ **QUESTION #61:**

Section 4.4.2.3 through 4.4.2.24. Do you want the actual pages filled out and boxes checked and these pages included in the RFP as such or should we just be sure to include everything in these sections and describe if we can comply or not with or without deviations with the RFP?

**ANSWER TO QUESTION #61:**

*The format of your proposal must be consistent with the RFP requirements. You must use the format as shown and fill in the information.*

➤ **QUESTION #62:**

Section 4.4.4.4. Please clarify what is meant by substitution of an M/WBE Proposer in the last box on Page 13.

**ANSWER TO QUESTION #62:**

*This refers to the situation when there is a change in the M/WBE firm who will be working with the Proposer on this engagement.*

➤ **QUESTION #63:**

Section 4.4.1.4. Similar Performance and Letters of Reference. I am confused in what exactly it is asking for. The only contact I have with an agency is SBBC. I am engaged daily with teachers and school board staff such as para professionals and ESE specialists. Would I be able to have these associates be a reference? Also, do these people simply actually write a letter of reference or is their name filled out on Attachment G?

**ANSWER TO QUESTION #63:**

*If SBBC has only been the agency you have performed work, then this must be stated for this section of the RFP. You will need three references to meet the requirements. Written letters of reference can be an added benefit to this section. Attachment G will also need to be filled out.*

➤ **QUESTION #64:**

In Section 4.4.2.4 through 4.4.2.24, these questions are in check off format in chart. Is this how I am to retype in RFP response, or may I respond in sentence format.

**ANSWER TO QUESTION #64:**

*See answer to Question 62.*

➤ **QUESTION #65:**

I have legally changed my last name due to a divorce; therefore, my company name will be changing. Do I need to attach legal documents? Is there anywhere on my forms that I should note this in addition to Section 4.3?

**ANSWER TO QUESTION #65:**

*On Page 1 of the RFP – Required Response Form, provide exactly how your name or company name will be submitted at the time of the Proposal. If during the term of the contract your name changes or company name is changed, merged or sold, documentation will be required to substantiate the change.*

➤ **QUESTION #66:**

What agencies currently service this RFP and what rates do they charge?

**ANSWER TO QUESTION #66:**

*See answer to Question 5.*

➤ **QUESTION #67:**

When is the contract expected to start?

**ANSWER TO QUESTION #67:**

*See Section 2.4 of the RFP.*

➤ **QUESTION #68:**

Will our therapists be required to attend any orientation overseen by SBBC?

**ANSWER TO QUESTION #68:**

*Yes, a minimum of a four (4) hour in-service at the very beginning of school year with on-going in-services, if needed, throughout the school year.*

➤ **QUESTION #69:**

Is there a cap on Proposer's costs?

**ANSWER TO QUESTION #69:**

*No, but costs are compared to others Proposers and are assigned points. Larger costs will result in reduced points. See Section 4.4.3*

➤ **QUESTION #70:**

Verifying the requirement for sexual abuse/molestation insurance of \$1,000,000, I've not been able to find a carrier of this liability insurance. Any suggestions for who may offer it?

**ANSWER TO QUESTION #70:**

*See answer to Question 42. If you look on the web, there are many underwriters for this type of insurance.*

➤ **QUESTION #71:**

The insurance requirements can be obtain after the proposal is accepted currently:

- a) My current Professional Liability is 2 million/4 million
- b) My insurance provider states they do not cover general liability unless clients come to the therapist that own, rent or lease space.
- c) My insurance company states they do not have sexual abuse molestation coverage because it is an intentional illegal act; however, they do provide defense for this accusation.
- d) It is correct that workman's comp insurance is not required for companies that have one employee?

**ANSWER TO QUESTION #71:**

*a) – c) The insurance required for this RFP is stated in Section 6.3, Page 15 of 25 Pages, **Revised**. These are minimum insurance requirements and all requirements must be met to be in compliance with your contract. Failure to meet the requirements of this RFP shall result in default of contract. See answer to Question 70.*

*d) If your company has less than 4 employees, they will have to sign a notarized affidavit from the Risk Management Department. See Attachment "2" of this Addendum.*

➤ **QUESTION #72:**

Are Attachments E and F to be included in the submitted proposal or are these to be included after a contract is awarded.

**ANSWER TO QUESTION #72:**

*See answer to Question 11.*

➤ **QUESTION #73:**

Section 4.2.2 – For Firms only: Why is the RFP requesting that an officer or manager be licensed OT/PT? Would a clinical mentor count towards meeting this requirement if this person is on staff but is not in a managerial position?

**ANSWER TO QUESTION #73:**

*Yes, clinical mentor, be it an OTR or PT would meet this requirement. Make sure this is clearly stated for this section of your submitted proposal.*

➤ **QUESTION #74:**

Is there a range of service costs, per half hour, that the School Board is recommending?

**ANSWER TO QUESTION #74:**

*The current rates for service costs can be viewed at the link that is stated in the answer to Question 5.*

➤ **QUESTION #75:**

Page 15 of 25 Pages states 2012 in Section 6.1. Please clarify

**ANSWER TO QUESTION #75:**

*This page has been revised and corrected. Revised page is attached to this addendum.*

➤ **QUESTION #76:**

Please elaborate on Awardees shall bill under SBBC's Medicaid provider number, when needed within Section 4.4.2.14. Will providers be required to bill Medicaid directly?

**ANSWER TO QUESTION #76:**

*No.*

➤ **QUESTION #77:**

Please elaborate on the plans of treatment noted in Section 4.4.2.15. Will providers be required to create treatment plans? If so, will SBBC accept deviations to this requirement?

**ANSWER TO QUESTION #77:**

*Yes, all OTRs and PTs are required to create treatment intervention plans for each student on their caseload. SBBC has a required form to meet this requirement.*

➤ **QUESTION #78:**

Will overtime be billable?

**ANSWER TO QUESTION #78:**

*We do not have overtime. Student contact time and required meeting times are billable. Travel and all out-of-pocket expenses must be included in your half hour cost. See Section 4.4.3.*

➤ **QUESTION #79:**

Should overtime be "blended" into the hourly bid rate?

**ANSWER TO QUESTION #79:**

*No.*

➤ **QUESTION #80:**

What is the annual contract spend that is projected? Can you provide details as to projected volume for your OT/PT needs?

**ANSWER TO QUESTION #80:**

*On contract 29-022B the total spending from 7/01/2008 to present comes to \$16,462,278. Cannot project the projected volume as this depends on the funding that is available to spend each fiscal year and the number of students per year.*

➤ **QUESTION #81:**

What is the billing process?

**ANSWER TO QUESTION #81:**

*See answer to Question 27.*

➤ **QUESTION #82:**

How many agencies are you using today?

**ANSWER TO QUESTION #82:**

*See answer to Question 5.*

➤ **QUESTION #83:**

What is the current amount of contractor usage over the past year? Entire contract period?

**ANSWER TO QUESTION #83:**

*See Attachment "1" to this Addendum.*

➤ **QUESTION #84:**

Is this contract open due to an expiring contract, or is this during a renewable cycle? If expired was the expiring contract held by one vendor or multiple?

**ANSWER TO QUESTION #84:**

*RFP 29-022B has exhausted all renewals and a new RFP 14-001V will replace 29-022B. Multiple awardees; see answer to Question 5.*

➤ **QUESTION #85:**

What technology (if any) is used currently to manage this program internally?

**ANSWER TO QUESTION #85:**

*Computers.*

➤ **QUESTION #86:**

What is the expectation and frequency for on-call needs?

**ANSWER TO QUESTION #86:**

*Unknown at this time.*

➤ **QUESTION #87:**

What is the expectation and frequency for replacing a candidate that is ill/calls off?

**ANSWER TO QUESTION #87:**

*Unknown as this time.*

➤ **QUESTION #88:**

Is there a minimum experience requirement for the talent sent your facility?

**ANSWER TO QUESTION #88:**

*Florida State Licensed OT and/or PT with some experience, preferably in a school system.*

➤ **QUESTION #89:**

What is the average length of assignment? (for instance, are the assignments for 12 months, 3 months, per diem)

**ANSWER TO QUESTION #89:**

*Average length of assignment is approximately nine and one-half (9-1/2) months, the length of the school year.*

➤ **QUESTION #90:**

What is the current requisition process in place?

**ANSWER TO QUESTION #90:**

*Requisitions are entered, approved and processed in a couple of days. Invoices for services rendered are due into the ESE Department, OT/PT, within ten (10) days after service is performed.*

➤ **QUESTION #91:**

What can we expect for lead time for requisitions for per-diem vs. travel?

**ANSWER TO QUESTION #91:**

1. *See answer to Question 90.*
2. *Travel and all out-of-pocket expenses must be included in the cost per ½ hour as stated in Section 4.4.3. No separate billing is allowed.*

➤ **QUESTION #92:**

What time keeping process/system will be utilized?

**ANSWER TO QUESTION #92:**

*SBBC has a required voucher system.*

➤ **QUESTION #93:**

What is entailed in the current orientation process for clinicians?

**ANSWER TO QUESTION #93:**

*Orientation will include assignment of schools, orientation to all required paperwork, Medicaid logging and training and IEP training. Each brand new therapist to the system will be assigned an experienced school-based therapist as a mentor for the first school year.*

➤ **QUESTION #94:**

How many providers does SBBC intend to award for the provision of OT/PT services?

**ANSWER TO QUESTION #94:**

*This question cannot be answered at this time. This depends on how many proposals are received and how many meet the requirements of the RFP.*

➤ **QUESTION #95:**

How does a department determine what company(s) to use after these contracts are awarded, assuming that there will be different bill rates?

**ANSWER TO QUESTION #95:**

*Once a list of therapists is awarded by SBBC, each approved vendor is asked to present resumes of possible candidates for interview. Interviews are only conducted in person.*

➤ **QUESTION #96:**

Considering the response requirements, will SBBC extend the Proposal due date?

**ANSWER TO QUESTION #96:**

*See cover page of this Addendum "if" proposal due date is extended.*





# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

SUPPLY MANAGEMENT & LOGISTICS  
WILLIAM B. HARRIS, JR., C.P.M., DIRECTOR

[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

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*Superintendent of Schools*

March 7, 2013

**REVISED**

Dear Prospective Proposers

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 14-001V – Occupational and Physical Therapy Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Occupational and Physical Therapy Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

### REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

### PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

### DUE DATE

Proposals are due in the Supply Management & Logistics Department on the date and time stated in Section 3.0. In order to have your Proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

### STATEMENT OF “NO RESPONSE”

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment G, Statement of “No Response” and return via facsimile to 754-321-0533 or scan and send via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). Your responses to the Statement of “No Response” are very important to the Supply Management & Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

### 3.0 CALENDAR

March 7, 2013	Release of RFP 14-001V
March 15, 2013	Written questions due in the Supply Management & Logistics Department
April 9, 2013	Proposals due on or before 2:00 p.m. ET in Supply Management & Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
April 25, 2013	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Supply Management & Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
April 26, 2013	Posting of Recommendation

\* These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

## 6.0 SPECIAL CONDITIONS

- 6.1 The complete original Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, April 9, 2013** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT  
SBBC

7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

**Attention: RFP 14-001V – OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

Proposer shall submit **one original Proposal with an original manual signature (blue ink preferred)**. Proposer should also **submit fifteen (15) additional copies of Proposal**. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers firm name clearly marked on the exterior of package.

- 6.2 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

### 6.3 **INSURANCE REQUIREMENTS**

#### **MINIMUM INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible shall not exceed \$25,000.
- 6.3.4 **SEXUAL ABUSE/MOLESTATION LIABILITY:** Sexual Abuse/Molestation Liability covering all wrongful acts, errors and/or omissions associated or arising out of services provided under this contract with limits of not less than \$1,000,000 per occurrence. The insurance shall be subject to a maximum deductible not to exceed \$25,000.
- 6.3.5 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

\_\_\_\_\_(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

## 6.0 SPECIAL CONDITIONS

### 6.3 INSURANCE REQUIREMENTS (Continued):

- 6.3.6 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.7 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.3.8 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:  
**The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: \_\_\_\_\_.**  
**All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.**  
(\*Please include the Contract # and Title on the Certificate of Insurance.)  
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)
- 6.3.9 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

### 6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

## 6.0 SPECIAL CONDITIONS

### 6.5 W-9 FORM

6.5.1 All Proposers are requested to complete the attached W-9, **Attachment C**, and submit with their Proposal.

#### 4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

The SBBC's Supply Management & Logistics Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.
- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?  Yes  No **Do not check both boxes.**
- 4.2.2 **For individuals only:** Proposer must have a current occupational and/or physical therapy license(s) issued by the Department of Health from the State of Florida. Provide a copy of this license with your submitted proposal.  
**For firms only:** A principal officer or manager of services of the firm must hold a current Florida license to practice either occupational or physical therapy issued by the Department of Health from the State of Florida. Provide a copy of this license and title with your submitted proposal. **A clinical mentor can be an OTR or PT would meet this requirement. Make sure this is clearly stated and submitted for this section.**
- 4.2.3 **For individuals only:** Is Proposer currently employed by SBBC?  Yes  No  
**For firms only:** Are any employees of the Proposer currently employed by SBBC?  Yes  No  
If Yes, provide name of employee and school or department location where employee is employed.  
(See General Condition 7.49)
- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.
- 4.4.1 **Proposer's Qualifications – (Maximum 30 allowable points)**
- 4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.
- 4.4.1.2 **Company Profile** – Submit responses to the following, if you are a firm or company only; individuals see Section 4.4.1.3:
- A. Size of organization. Show personnel structure of your organization.
  - B. Number of years in business.
  - C. Number of and types of licensed therapy providers employed by your firm.
  - D. Proposer must provide a statement that the therapists and assistants, who will provide these services to SBBC during the term of this contract, will hold a current Florida professional license for occupational and/or physical therapy services and have experience with school-aged children for services as stated herein.
  - E. State if occupational and/or physical therapy staff are employed by Proposer's firm or contracted. If, contracted, provide name, address, phone number and name of contact at the firm.

29-022B  
OCCUPATIONAL & PHYSICAL THERPY SERVICES  
SPENDING

Name	FY 2011 – 2012	7/01/2008 - Present
ABC OT Services (Maria Enlow)	\$13,035	\$141,045
All Star Kids Rehab, Inc.	N/A	\$36,196
AW Therapy Services	\$174,524	\$478,820
C & M Physical Therapy, Inc.	\$41,093	\$189,041
Careerstaff Unlimited	N/A	\$113,357
CLK Therapy, Inc.	N/A	\$112,063
Corson, Diane	\$203,773	\$1,063,329
Debra Kirby, Inc.	\$228,621	\$878,313
Denise Goldstein, Inc.	\$68,058	\$271,738
Dursara, Arti	\$82,150	\$354,595
Educational Therapy Associates	\$672,036	\$2,832,369
Enlow, Maria	\$30,495	\$69,840
Fortune, Karen Kohler	\$58,695	\$336,016
Ghetiya, Smita J.	N/A	\$137,970
Gogan, Ann	\$74,197	\$342,884
Gonzalez, Diana	\$68,821	\$305,328
Green, Abby Dr.	N/A	\$68,670
Invo Health Care Associates	\$124,213	\$652,752
Kidabilities, LLC	\$180,183	\$616,333
Kids Educational	\$218,551	\$999,874
Kids First Occupational....	\$200,864	\$567,397
Kindred Rehab Services	\$174,833	\$975,965
Klass, Maryse	\$77,562	\$324,583
Kremzier, Christina	\$49,010	\$202,158
Lopes, Kathleen	N/A	\$132,640
Margaret Steinholz, Inc.	N/A	\$151,505
Ped & Geri Rehab, Inc.	\$57,000	\$240,920
Physical Therapy for Kids with....	\$114,540	\$530,555
Picone, Joan	\$49,203	\$250,882
Play-N-Progress	\$68,693	\$277,853
Polunsky, Alison Rachel	\$64,452	\$244,330
S.M.I.L.E. Occupational Therapy	\$51,660	\$212,799
Salpeter, Michael	\$89,600	\$392,720
SHC Services	N/A	\$58,078
SNN Therapy Providers	\$131,220	\$607,445
Steinholz, Margaret	\$23,648	\$43,488
Taormina, Shindore Lisa	\$65,264	\$284,867
Thera-Peds	\$196,547	\$335,980
TM Therapy, Inc.	\$73,896	\$330,428
Weberman, Bonnie	\$63,630	\$297,160

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**WORKERS' COMPENSATION AFFIDAVIT**

**CERTIFICATION OF NUMBER OF EMPLOYEES**

\_\_\_\_\_ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Notary Public Signed: \_\_\_\_\_

Notary Public Print: \_\_\_\_\_

Notary Stamp Below:





# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

SUPPLY MANAGEMENT & LOGISTICS  
WILLIAM B. HARRIS, JR., C.P.M., DIRECTOR

[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

*Chair* LAURIE RICH LEVINSON  
*Vice Chair* PATRICIA GOOD  
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ROBERT W. RUNCIE  
*Superintendent of Schools*

March 7, 2013

Dear Prospective Proposers

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 14-001V – Occupational and Physical Therapy Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Occupational and Physical Therapy Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of RFP document paying particular attention to the following areas:

### REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

### PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

### DUE DATE

Proposals are due in the Supply on the date and time stated in Section 3.0. In order to have your Proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

### STATEMENT OF “NO RESPONSE”

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment G, Statement of “No Response” and return via facsimile to 754-321-0533 or scan and send via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). Your responses to the Statement of “No Response” are very important to the Supply Management & Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA  
Purchasing Agent IV

# REQUEST FOR PROPOSALS (RFP)

## RFP 14-001V

### OCCUPATIONAL AND PHYSICAL THERAPY SERVICES



RFP Release Date: March 7, 2013

Written Questions Due: On or Before March 15, 2013  
in Supply Management & Logistics Department

Proposals Due:\* On or Before 2:00 p.m. ET  
April 3, 2013  
in Supply Management & Logistics Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Supply Management & Logistics Department**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

\*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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**REQUEST FOR PROPOSALS (RFP) 14-001V**  
**1.0 REQUIRED RESPONSE FORM**

**RELEASE DATE:** March 7, 2013

**TITLE: OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

This Proposal must be submitted to the **Supply Management & Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET April 3, 2013** and plainly marked **RFP 14-001V, Occupational and Physical Therapy Services**. Proposals received after 2:00 p.m. EST on date due will not be considered.

**One complete, original Proposal (clearly marked as such), and 15 copies (which must be identical to the original Proposal, including any supplemental information/marketing materials),** of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 14-001V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

**PROPOSER INFORMATION**

PROPOSER'S (COMPANY) NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE AND ZIP CODE: \_\_\_\_\_

PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_

PROPOSER TOLL FREE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

CONTACT TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_

INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate. **Proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 25 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.**

Signature of Proposer's Authorized Representative (**blue ink preferred on original**) \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_ Title of Proposer's Authorized Representative \_\_\_\_\_

**NOTE: Entries must be completed in ink or typewritten.** This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

**2.0 INTRODUCTION AND GENERAL INFORMATION**

2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals from **individual persons** and **firms** for Occupational and Physical Therapy Services (OT/PT) as described herein. OT/PT therapy services will be provided to students who qualify for services as Exceptional Student Education and Support Services (ESESS) under the Individuals with Disabilities Education Act (IDEA) and Individuals with Disabilities Improvement Act of 2004 (IDIA) and any other students identified by SBBC staff or as required by legislature. OT/PT services will include, but not be limited to, small group or individual therapy with students, evaluations, supervising assistants and aids, record keeping for student attendance, progress reports and therapy notes, individual education plan development, attending in-service meetings as required and providing consultation with parents, school and SBBC staff. In Section 4.5.3, Cost of Services, Proposer may respond to one individual service, all four services or any combination of the four services provided.

**Estimated Usage for OT/PT Services**

Note: The information provided below is an estimated usage for OT/PT services and is for informational purposes only.

Total hours of direct occupational therapy services (does not include evaluations, staffing, etc.).....	1540 hours per week
Total hours of direct physical therapy services (does not include evaluations, staffing, etc.).....	560 hours per week
Total number of schools in the District.....	228
Total number of school currently providing services.....	211
Average number of direct hours/week per full-time OT/PT.....	32 hours per week

2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Mr. **Charles V. High, C.P.M., A.P.P., MBA, Purchasing Agent IV, Supply Management & Logistics Department, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Supply Management & Logistics Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management & Logistics Department, in writing, **on or before March 15, 2013**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2013 and continuing through June 30, 2016**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

- 2.5 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment may be submitted 30 days prior to the first renewal date of the contract. If a price increase is approved after the first renewal date, then that price must remain firm for the two remaining years of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
- 2.6 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

### 3.0 CALENDAR

March 7, 2012	Release of RFP 14-001V
March 15, 2012	Written questions due in the Supply Management & Logistics Department
April 2, 2012	Proposals due on or before 2:00 p.m. ET in Supply Management & Logistics Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
April 18, 2012	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Supply Management & Logistics Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
April 19, 2012	Posting of Recommendation

\* These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.
  - 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
  - 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
  - 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
  - 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
  - 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
SBBC  
600 SE 3<sup>rd</sup> Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Exceptional Student Education and Support Services  
SBBC  
600 SE 3<sup>rd</sup> Avenue, 9<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

Name of Proposer: \_\_\_\_\_  
(Name of Proposer, Corporation and Agency)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

With a Copy to: \_\_\_\_\_  
(Name and Position of Designee of Proposer,  
Corporation and Agency)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)



#### **4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

The SBBC's Supply Management & Logistics Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?  Yes  No **Do not check both boxes.**

4.2.2 **For individuals only:** Proposer must have a current occupational and/or physical therapy license(s) issued by the Department of Health from the State of Florida. Provide a copy of this license with your submitted proposal. **For firms only:** A principal officer or manager of services of the firm must hold a current Florida license to practice either occupational or physical therapy issued by the Department of Health from the State of Florida. Provide a copy of this license and title with your submitted proposal.

4.2.3 **For individuals only:** Is Proposer currently employed by SBBC?  Yes  No  
**For firms only:** Are any employees of the Proposer currently employed by SBBC?  Yes  No  
If Yes, provide name of employee and school or department location where employee is employed.  
(See General Condition 7.49)

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation):**  
This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. **Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal.** The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

##### 4.4.1 **Proposer's Qualifications – (Maximum 30 allowable points)**

4.4.1.1 **Executive Summary** – Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 **Company Profile** – Submit responses to the following, if you are a firm or company only; **individuals see Section 4.4.1.3:**

- A. Size of organization. Show personnel structure of your organization.
- B. Number of years in business.
- C. Number of and types of licensed therapy providers employed by your firm.
- D. Proposer must provide a statement that the therapists and assistants, who will provide these services to SBBC during the term of this contract, will hold a current Florida professional license for occupational and/or physical therapy services and have experience with school-aged children for services as stated herein.
- E. State if occupational and/or physical therapy staff are employed by Proposer's firm or contracted. If, contracted, provide name, address, phone number and name of contact at the firm.

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.1 Proposer's Qualifications:**

4.4.1.3 **Individual Profile** – Submit responses to the following, if you are an individual only; **firms, see Section 4.4.1.2:**

- A. Number of years experience in providing occupational and/or physical therapy services.
- B. Number of years experience in providing occupational and/or physical therapy services to school-aged children (Grades pre K-12).
- C. Provide a copy of your current resume which includes your level of expertise and experience.
- D. Proposer must have a current occupational and/or physical therapy license(s) issued by the Department of Health from the State of Florida. Proposer must indicate current State of Florida license number(s) and submit a copy or copies of the State of Florida license number(s) as indicated.

4.4.1.4 **Similar Performance and Letters of Reference (Individual and Firm)** Briefly describe the three most similar contracts, preferable Florida educational (K-12) or governmental agencies, or related engagements that Proposer is currently engaged in or has completed within the past two years. Submit the following references for each account, **See Attachment G.**

4.4.1.5 **Resumes and Certifications (Firm)** - Provide the names and resumes of OT/PT staff who would be available to provide services to SBBC during the term of this contract. Indicate and submit a copy of current State of Florida license(s), as applicable, for all OT/PT staff that may be assigned to this RFP.

4.4.1.6 **Hiring Individuals for Contract (Firm):** Provide the method that your agency will use to locate and hire individuals to fulfill this contract. Describe your plan to provide substitutes and replacement staff.

4.4.1.7 **Regulatory Action (Individual and Firm)** – Provide a statement of any litigation or regulatory action that has been filed against your firm(s) or individual in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s) or individual, provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.4.2 **Scope of Services Provided – (Maximum 35 allowable points):** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

4.4.2.1 **For Individual Providers ONLY:** Please check mark which is applicable:

- Are you an Occupational Therapist? Yes  No
- Are you an Occupational Therapy Assistant? Yes  No
- Are you a Physical Therapist? Yes  No
- Are you a Physical Therapy Assistant? Yes  No

**When are you available to work:**

Full Time: Full school day, five days a week, on a regularly scheduled student attendance days.

Part Time: (You must work a minimum of ten hours per week)

<b>Days</b>	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Times</b>	___to___	___to___	___to___	___to___	___to___

If part-time, would you be able to increase service time or serve on different days?

No \_\_\_ Yes \_\_\_ Please specify: \_\_\_\_\_

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.2 Scope of Services Provided**

**4.4.2.2 For Firms ONLY:**

What type of staff will you provide and approximate number available, as listed below:

Occupational Therapist: \_\_\_\_\_

Occupational Therapy Assistant: \_\_\_\_\_

Physical Therapist: \_\_\_\_\_

Physical Therapy Assistant: \_\_\_\_\_

Would you be able to provide additional staff?

No \_\_\_ Yes, as Needed \_\_\_ If Yes, State Number \_\_\_

**(Individuals and Firms to answer)**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.3	Awardee(s) must provide occupational and physical therapy services in accordance with Broward County Schools Special Programs and Procedures. A copy of these procedures may be obtained on Exceptional Student Education's website at <a href="http://www.broward.k12.fl.us/studentsupport/ese/pdf/SP&amp;P.pdf">http://www.broward.k12.fl.us/studentsupport/ese/pdf/SP&amp;P.pdf</a>			
4.4.2.4	Awardee(s) shall provide current licensed occupational and physical therapists under this contract.			
4.4.2.5	Awardee(s) shall provide the following services, but not limited to, initial student evaluations, small group or individual therapy with students, record-keeping for student attendance, supervising assistants and aides, preparing progress reports and therapy notes, preparing a therapy plan of care, participating in the development of <b>Individual Education Plans (IEP)</b> , attendance at required eligibility, IEP and dismissal staffings, attending in-service meetings as requested and providing consultation with parents, school area, district staff and physicians, as needed. For <b>Certified Occupational Therapy Assistants (COTA)</b> and <b>Licensed Physical Therapy Assistant (LPTA)</b> , service will be provided under supervision in accordance with Broward County Schools Special Programs and Procedures and is limited to small group or individual therapy notes, confer with school staff and families and attend in-service meetings as requested.			

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.6	Awardee(s) shall provide services consistent with the professional standards of care and comply with all the medical and ethical requirements imposed by the State of Florida, Board of Medicine, the Department of Professional Regulations, the Florida State Department of Education and any other applicable federal, state or local regulatory agency.			
4.4.2.7	Awardee(s) shall provide the requested level of service(s), in accordance with the list of needs and/or changes for services provided by SBBC, within ten (10) calendar days of notice, unless otherwise mutually agreed upon. If SBBC reduces the level of services it will provide a minimum of thirty (30) calendar days written notice for the reduction/change in the amount of service to Awardee(s). Excessive failure to meet the needs as requested will result in cancellation of Awardee's contract.			
4.4.2.8	Awardee(s) will maintain normal working hours of 8:00 a.m. to 4:00 p.m. Hours may occasionally be extended from 7:00 a.m. to 4:30 p.m. There will be no reimbursement for a thirty (30) minute lunch period. SBBC may only be invoiced for up to 7.5 hours per day unless prior approval has been granted by SBBC staff for extended service time. Awardee(s) must provide a minimum of four (4) hours of service as needed on each scheduled employee planning day. Invoices not complying with this will be denied and returned for correction and failure to invoice correctly may result in a delay of payment. Any Awardee who consistently submits invoices that are not correct or legible may be found in default of contract.			
4.4.2.9	Awardee(s) must respond to requested services within five (5) school days of the request by submitting to an interview by a designated SBBC representative. Awardee(s) (firms) can also offer these services and interviews as required.			

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.10	Awardee(s) must provide uninterrupted services based upon the current school calendar to students by providing qualified substitutes or replacements in the event of an anticipated or unanticipated lapse of service. A qualified substitute is defined to be a therapist for a therapist or a therapist assistant for an assistant. All qualified substitutes must display an SBBC identification badge. (See General Condition 7.30) Any lapse of service to SBBC for five student attendance days during any school year will result in default of contract. Awardee(s) may be responsible to provide compensatory services or payments to SBBC for lapse of service.			
4.4.2.11	Awardee(s) must provide a service schedule of all personnel for approval on a regular basis as determined by a designated SBBC representative.			
4.4.2.12	Awardee(s) shall follow all procedures (including, but not limited to, signing in and out, no telephone calls during treatment time) of individual schools where they are assigned. All therapists must carry a cell phone for critical communication throughout the day with SBBC personnel as established. These numbers must be provided to SBBC personnel. There shall be no cost to SBBC to use these communication devices.			
4.4.2.13	Awardee(s) shall prepare time logs, reports, written analysis and other written memoranda in the form and manner deemed appropriate by SBBC.			
4.4.2.14	Awardee(s) shall bill under SBBC's Medicaid provider number, when needed.			
4.4.2.15	Awardee(s) shall maintain student therapy records as established by SBBC. These records will contain, but are not limited to, attendance records, progress notes, IEP goals, plan of treatment, reports to physicians, and appropriate documentation for Medicaid reimbursement.			
4.4.2.16	SBBC reserves the right to interview all therapy candidates prior to placement. K-12 experience is preferred. SBBC reserves the right to refuse to utilize any proposed therapy candidate. SBBC reserves the right to have an individual therapist removed from the assigned position. Awardee will have five workdays in which to propose a replacement therapist. Should Awardee be unable to provide an acceptable replacement, all other contract Awardees will then be notified to submit a candidate to SBBC.			

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.5 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.17	Awardee(s) must provide proof of services on an original approved voucher form no later than ten (10) school days following the delivery of service to insure timely payment of service.			
4.4.2.18	Awardee(s) must have all therapists and assistants and required substitutes or replacements submit to, and pass, the screening of the Special Investigative Unit (SIU), including fingerprinting, prior to working with students as required for all SBBC personnel. All therapists and assistants shall display an SBBC Identification Badge during contracted work hours. Awardee will be required to pay the required fees for screening, fingerprinting and photo identification. (See General Condition 7.30)			
4.4.2.19	Awardee(s) must cooperate with SBBC in its partnership with universities and colleges to provide supervision of practicum experience for student therapists and assistants.			
4.4.2.20	Awardee(s) may be evaluated annually in areas to include, but not be limited to, responsiveness, continuity of service, quality of work and professionalism.			
4.4.2.21	Awardee(s) may not provide private assessments or therapy services to students on their own public school caseload.			
4.4.2.22	All therapists and assistants must attend an orientation workshop of not less than three hours. This orientation workshop will include, but not be limited to, general information on the policies and procedures of the Broward County Special Programs and Procedures, the rights of students with disabilities, and other operational procedures required to carry out the therapy program. Additional workshops may be required during the term of the contract.			
4.4.2.23	Awardee(s) will receive, from SBBC, requested materials, equipment and other related items which have been determined to be necessary to carry out the therapy program for students when approved by a designated SBBC representative.			
4.4.2.24	Awardee(s) must have therapists and assistants agree to provide therapy, evaluations and documentation of services in accordance with the rules and regulations of the Medicaid Certified School Match Program.			

4.4.2.25 Describe any additional services that Proposer is able to provide in relation to the scope of this RFP.

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

**4.4.3. Cost of Services (Maximum 30 allowable points)**

Proposer must complete and submit the below listed cost matrix as originally stated. Proposer's costs are to be individually quoted, as specified, and **must include all travel and out-of-pocket costs (all inclusive)**, in accordance with the terms, conditions and specifications contained in this RFP. It is not required that Proposer submits a unit cost for each job title listed below. SBBC reserves the right to contract for those job titles at the half-hour rate(s) quoted by the Proposer that offers the lowest cost to SBBC.

**Distribution of Points** will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. Each job title will be considered individually. For example, Proposer A submits a cost for an Occupational Therapist of \$26.00 per half-hour and Proposer B submits a cost of \$28.00 per half-hour and Proposer C submits a cost of \$30.00 per half-hour; Proposer A would receive 100% for that job title because Proposer A submitted the lowest cost. Proposer B would receive 93% (\$26/\$28) and Proposer C would receive 87% (\$26/\$30).

If Proposer A submits, for example, half-hour rates for three job titles, then the average of the sum of the three percentages (100%+93%+87%) would be used to calculate Proposer A's total points of 28 Points. (280 / 3) = 93% x 30 allowable points = 28 Points.

Note: If a student is absent from school, when services are scheduled for that day, SBBC shall be billed only for a maximum of half-hour of service for that day the student is absent and use the time toward daily allowance for data entry and paperwork.

4.4.3.1 Therapist Costs. Proposer must offer only a single unit cost in the space(s) provided.

- 4.4.3.1.1 Occupational Therapist..... \$\_\_\_\_\_ per ½ hour
- 4.4.3.1.2 Certified Occupational Therapist Asst. (COTA).. \$\_\_\_\_\_ per ½ hour
- 4.4.3.1.3 Physical Therapist..... \$\_\_\_\_\_ per ½ hour
- 4.4.3.1.4 Licensed Physical Therapist Assistant (LPTA)... \$\_\_\_\_\_ per ½ hour

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**

**4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):**

4.4.4 **M/WBE Participation: (Maximum 5 allowable points):** SBBC has a Supplier Diversity & Outreach Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Florida Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal.

4.4.4.1	<b>M/WBE Information:</b> Proposer will be evaluated and points will be allocated for criterion 4.4.4.2, 4.4.4.3 and 4.4.4.4 depending on the information submitted by the Proposer	<b>Maximum Points</b>
4.4.4.2	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment A3, M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See Attachment A3).	<b>3</b>
4.4.4.3	Proposer shall provide the staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics.	<b>1</b>
4.4.4.4	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects.	<b>1</b>
<b>TOTAL POINTS .....</b>		<b>5</b>
The Awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment A1) to our Supplier Diversity & Outreach Program, which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <b><u>State your willingness to comply with this requirement.</u></b>		
Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <b><u>State your willingness to comply with this requirement.</u></b>		



## 5.0 EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	35
C. Cost of Services	30
D. Supplier Diversity & Outreach Program	
D.1 Participation	3
D.2 Diversity	1
D.3 Community Outreach	<u>1</u>
<b>TOTAL</b>	<b>100</b>

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities.

5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.

5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.4 **Award:** SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or higher from the Committee and approval will be based on the scores ascribed to Proposals as outlined in Evaluation Process and will be made for the goods and services required by SBBC as stated in the RFP. Evaluation of Proposals will be based on an average of Evaluation Committee Member's points. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. Any Agreement resulting from these negotiations must be approved by SBBC's Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by SBBC's Attorney will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

## 6.0 SPECIAL CONDITIONS

- 6.1 The complete original Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, \_\_\_\_\_, 2012** at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT  
SBBC  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

### **Attention: RFP 14-001V – OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

- Proposer shall submit one original Proposal with an original manual signature (**blue ink preferred**). Proposer should also submit fifteen (15) additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers firm name clearly marked on the exterior of package.
- 6.2 One complete, original hard copy and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents with an original manual signature (blue ink preferred). Proposer should also submit one additional **electronic version** in Word 6.0 or higher on CD/diskette along with 30 additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) and the electronic version should be clearly identified as the original Proposals. In the case of any discrepancy between the original hard-copy Proposal and the copies, the original hard-copy Proposal will be the governing document. In the case of any conflict between the original hard-copy Proposal and the original electronic version, the original hard-copy Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers' firm name clearly marked on the exterior of package. All additional copies should be **identical** to the original Proposal submitted, including all supplemental information/marketing materials.
- 6.3 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.4 **INSURANCE REQUIREMENTS**
- MINIMUM INSURANCE REQUIREMENTS**
- 6.4.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.4.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.4.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible shall not exceed \$25,000.
- 6.4.4 **SEXUAL ABUSE/MOLESTATION LIABILITY:** Sexual Abuse/Molestation Liability covering all wrongful acts, errors and/or omissions associated or arising out of services provided under this contract with limits of not less than \$1,000,000 per occurrence. The insurance shall be subject to a maximum deductible not to exceed \$25,000.

## 6.0 SPECIAL CONDITIONS

### 6.4 INSURANCE REQUIREMENTS (Continued):

- 6.4.5 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

\_\_\_\_\_ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

- 6.4.6 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.4.7 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.4.8 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:  
**The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: \_\_\_\_\_.**  
**All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.**  
(\*\*Please include the Contract # and Title on the Certificate of Insurance.)  
**(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)**
- 6.4.9 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

### 6.5 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 6.5.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.5.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.5.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

## **6.0 SPECIAL CONDITIONS**

### **6.5 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

- 6.5.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.5.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten (10%) percent of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

### **6.6 W-9 FORM**

- 6.6.1 All Proposers are requested to complete the attached W-9, Attachment C, and submit with their Proposal.

## **7.0 GENERAL CONDITIONS**

- 7.1 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC to any rights or limits to liability under Section 768.28, Florida Statutes.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and 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 SBBC, its agents, servants and 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 the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- ..
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee(s). Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP and any Agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any bid protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits). ACH Payment Agreement Form is attached to this RFP.
- 7.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.13 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of SBBC.
- 7.14 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP (if applicable); then
  - Addenda released for this RFP, with the latest Addendum taking precedence; then
  - the RFP; then
  - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.19 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the OT/PT contact in the **Exceptional Student Education and Support Services Department, 600 SE 3<sup>rd</sup> Avenue, Ft. Lauderdale, Florida 33301.**
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.21 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

### **CERTIFICATION**

- 7.21.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- 7.22 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

**For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact SBBC's Supplier Diversity & Outreach Programs at 754-321-0550 or [www.broward.k12.fl.us/supply/mwbe.htm](http://www.broward.k12.fl.us/supply/mwbe.htm).**

To receive evaluation points for M/WBE participation, the Proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing, and the dollar value of the work, as the percentage of the total contract value, must be provided.

## **7.0 GENERAL CONDITIONS (Continued)**

7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**.

**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on [www.demandstar.com](http://www.demandstar.com) on **APRIL 19, 2013 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier’s check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**



## **7.0 GENERAL CONDITIONS (Continued)**

- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management & Logistics Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation.
- 7.28 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine 754-321-2158.
- 7.29 **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**
- 7.30 **SBBC PHOTO IDENTIFICATION BADGE:**  
**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or [easyathinfo@L1ID.com](mailto:easyathinfo@L1ID.com). **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbcc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [www.L1Enrollment.com](http://www.L1Enrollment.com). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

**Vendors shall return expired and/or terminated employee badges to the following location: SBBC, Attn: L-1 Enrollment Services, 600 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.31 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this Proposal.
- 7.32 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.32.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, [www.browardschools.com](http://www.browardschools.com).
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.33 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.34 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.35 **SEVERABILITY** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.36 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.
- 7.37 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. EST** on the date due.
- 7.38 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.39 No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered.

## 7.0 GENERAL CONDITIONS (Continued)

### 7.40 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 7.40.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it services the best interest of SBBC.
- 7.40.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.40.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.40.3.1 The Proposal is time-stamped at the Supply Management & Logistics Department after the deadline specified in the RFP.
  - 7.40.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0).
  - 7.40.3.3 Failure to respond to all subsections within the RFP.
  - 7.40.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
  - 7.40.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
  - 7.40.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.41 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.
- 7.42 **TERMINATION:** This RFP may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this RFP. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
- 7.43 **PRICE REDUCTIONS:** If, from date of Proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.44 **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://www.demandstar.com), is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any Proposal as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.45 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Awardee(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

## **7.0 GENERAL CONDITIONS (Continued)**

7.47 **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at [www.browardschools.com](http://www.browardschools.com). The confidential information cannot be disclosed unless valid consent is obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

7.48 **TIE BID PROCEDURES:** When identical prices are received from two or more Proposers and all other factors are equal, priority for award shall be given to Proposers in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - The Broward County Certified Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - The Florida Certified Minority/Women Business Enterprise vendor;
  - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Supply Management & Logistics Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.

7.49 **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** In accordance with the State of Florida Statute 112.313 (7) (a), No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full faithful discharge of his or her public duties.

# **ATTACHMENT A**

- A1 M/WBE Utilization Report**
- A2 Employment Diversity Statistics**
- A3 M/WBE Participation**

Proposer's Company Name: \_\_\_\_\_

<p><b>Monthly Utilization Reports to be Submitted to:</b>                  The School Board of Broward County, Florida                  Supplier Diversity &amp; Outreach Program                  7720 West Oakland Park Boulevard, Suite 323                  Sunrise, FL 33351-6704</p>	<p>754-321-0550 Telephone                  754-321-0934 FAX</p>
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**Monthly M/WBE Utilization Report**

**This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.**

1. Reporting Period From: \_\_\_\_\_ Reporting Period To: \_\_\_\_\_

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

**Prime Vendor Information**

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
<p>RFP Number: 14-001V</p> <p>RFP Title: Occupational and Physical Therapy Services</p>					

**SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION**

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

# Employment Diversity Statistics

Proposer's Company Name: \_\_\_\_\_

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
<b>% of Total Workforce</b>											

**M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

**Proposer's Company Name:** \_\_\_\_\_

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			

\* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR  - PER CONTRACT PERIOD  OR OTHER



# **ATTACHMENT B**

## **Disclosure of Potential Conflict of Interest**

The School Board of Broward County, Florida

**RFP 14-001V – OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**

In accordance with General Condition 7.12, all Proposers must disclose with their RFP the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the Proposer’s firm who is also an employee of SBBC. Disclosure of such potential conflict does not necessarily disqualify Proposer from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

Name of Employee	SBBC Title or Position	Type of Interest in Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons who are employed by SBBC who have a material interest or other potential conflict of interest in this company.

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

11/22/05

# **ATTACHMENT C**

**W-9 Form**

Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		<b>The School Board of Broward County, Fla 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351</b>
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
	-       -

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number	
	-

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity, and
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **ATTACHMENT D**

## **Drug-Free Workplace**



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by \_\_\_\_\_
(Print individual's name and title)

for \_\_\_\_\_
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
\_\_\_\_\_.)

I certify that I have established a drug-free workplace program and have complied with the following:

- 1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use
of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees
for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free
workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may
be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the
statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities
or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the
employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled
substance law of the United States or any state, for a violation occurring in the workplace no later than five days after
such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if
such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Signature)

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

(Type of identification)

Notary Public - State of \_\_\_\_\_
My commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of notary public)

**ATTACHMENT E**  
**Sample Agreement**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**INSERT NAME OF OTHER PARTY**

(hereinafter referred to as “*[insert a short name here]*”),  
whose principal place of business is  
*[insert their address here]* .

**WHEREAS**, *[insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]*; and

**WHEREAS**, *[you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives]*.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ and conclude on \_\_\_\_\_, 20\_\_ .

2.02

2.03

2.04

**ARTICLE 2 – SPECIAL CONDITIONS**

2. Inspection of *Insert Name's* Records by SBBC. *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Insert Name* or any of *Insert Name's* payees pursuant to this Agreement. *Insert Name's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Insert Name's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) *Insert Name's* Records Defined. For the purposes of this Agreement, the term "*Insert Name's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Insert Name* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *Insert Name* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Insert Name's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Insert Name's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Insert Name* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Insert Name*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Insert Name* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

**ARTICLE 2 – SPECIAL CONDITIONS**

(g) Inspection of Subcontractor’s Records. *Insert Name* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) Inspector General Audits. *Insert Name* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: *Insert Job Title of District Representative*  
*Insert Address of District Representative*

To *Insert Name*: *Insert Name Provided by Other Party*  
*Insert Address Provided by Other Party*

With a Copy to: *Insert Name Provided by Other Party*  
*Insert Address Provided by Other Party*

2. Background Screening: *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *Insert Name*’s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**ARTICLE 2 – SPECIAL CONDITIONS**

2. **Background Screening:** *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2. **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By *Insert Name*: *Insert Name* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and 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 SBBC, its agents, servants and 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 *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Insert Name*, SBBC or otherwise.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

**ARTICLE 3 – GENERAL CONDITIONS**

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.



**ARTICLE 3 – GENERAL CONDITIONS**

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**ARTICLE 3 – GENERAL CONDITIONS**

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Laurie Rich Levinson, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

FOR *[Insert Name Here]*

(Corporate Seal)

*Insert Full Legal Name of the Corporation,  
Agency or Other Legal Entity*

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of

Name of Person

\_\_\_\_\_, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath. Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**FOR *[Insert Name Here]*:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
Insert Name Here  
who is personally known to me or who produced \_\_\_\_\_ as  
Type of Identification  
identification and who did/did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Notary’s Printed Name

(SEAL)

\_\_\_\_\_  
Notary’s Commission No.

# **ATTACHMENT F**

## **Business Associate Agreement**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "**SBBC**" or "**Covered Entity**"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**INSERT NAME OF OTHER PARTY**  
(hereinafter referred to as "Business Associate"),  
whose principal place of business is  
[insert their address here] .

**WHEREAS**, by virtue of the services that Business Associate performs for SBBC, Business Associate is a "business associate," as that term is defined at 45 C.F.R. §160.103; and

**WHEREAS**, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

**WHEREAS**, SBBC and Business Associate understand that they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

**WHEREAS**, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("**PHI**") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

**WHEREAS**, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of ePHI.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1 – RECITALS**

1. **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:
  - (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

## ARTICLE 1 – RECITALS

- (b) "*Business Associate*" shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) "*Designated Record Set*" has the same meaning as the term "designated record set" in 45 CFR §164.501.
- (d) "*EDI Rule*" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996.
- (f) "*HITECH Act*" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) "*Individual*" shall have the same meaning as the term "Individual" in 45 C.F.R. §**160.103** and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (h) "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (i) "*Protected Health Information*" or "*PHI*" shall have the same meaning as the term "protected health information" in 45 C.F.R. §**160.103** (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (j) "*Required by Law*" shall have the same meaning as the term "required by law" in 45 C.F.R. §**164.103**.
- (k) "*Secretary*" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (l) "*Security Rule*" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (m) "*Unsecured PHI*" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

## ARTICLE 2 – SPECIAL CONDITIONS

### 2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.



## ARTICLE 2 – SPECIAL CONDITIONS

- (c) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any use or disclosure of PHI not provided for by this Agreement.
- (d) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach. In addition, Business Associate shall provide written notification to SBBC hereunder which notification shall:
  - 1. Be made no later than 60 calendar days (or no later than 10 days pursuant to Florida Statute §817.5681(2)(a) for a breach of the security of confidential personal information if the personal information was or is reasonably believed to be acquired by an unauthorized person) after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
  - 2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
  - 3. Be in substantially the same form as **Exhibit A** hereto.
- (e) For the Breach of Unsecured PHI in its possession:
  - 1. Business Associate will perform a Risk Assessment to determine if the Breach poses a significant risk of financial, reputational, or other harm to one or more individuals affected by the Breach. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment.
  - 2. Business Associate will prepare and distribute, at its own cost, any required notifications under Federal or Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
  - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements imposed by Federal or Florida law.
- (f) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (h) Business Associate agrees to make any amendment to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC.
- (i) Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from SBBC.

**ARTICLE 2 – SPECIAL CONDITIONS**

- (j) Business Associate agrees to document any disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  - (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
  - (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
  - (m) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
  - (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
3. Permitted Uses and Disclosures of PHI by “Business Associate”.
- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the “Service Agreement”) provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
  - (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
  - (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
  - (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

**ARTICLE 2 – SPECIAL CONDITIONS**4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any restriction to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled with ten (10) business days prior written notice to Business Associate to audit Business Associate from time-to-time to verify Business Associate compliance with the terms of this Agreement. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate normal operations.

5. Security of Electronic Protected Health Information.

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (as defined in 45 C.F.R. §160.103) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC any Security Incident (as defined 45 C.F.R. Part 164.304 and in accordance with §817.5681 (2)(a), Florida Statutes) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

6. Compliance with EDI Rule.

Business Associate agrees that, on behalf of SBBC, it will perform any transaction for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

**ARTICLE 2 – SPECIAL CONDITIONS**

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any amendment to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, or HIPAA in general shall be deemed to amend this Agreement to incorporate said changes without further action.

8. Amendment.

The parties agree to take any action necessary to amend this Agreement from time to time so that SBBC is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) *Term.* This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) *Termination for Convenience.* This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (c) *Termination for Cause by SBBC.* Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, for example, if SBBC makes illegal demands on Business Associate, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Covered Entity.

**ARTICLE 2 – SPECIAL CONDITIONS**

(d) *Effect of Termination.* Except as set forth in this Section 9(d), upon termination of this Agreement for any reason, at the request of SBBC, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, such as in the use of data aggregation, Business Associate shall provide to SBBC written notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
  
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must 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 Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

**ARTICLE 3 – GENERAL CONDITIONS****11. No Waiver of Sovereign Immunity.**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

**12. No Third Party Beneficiaries.**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**13. Non-Discrimination.**

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

**14. Records.**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

**15. Preparation of Agreement.**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**16. Waiver.**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**17. Compliance with Laws.**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

**18. Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**ARTICLE 3 – GENERAL CONDITIONS**

**19. Assignment.**

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**20. Force Majeure.**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**21. Place of Performance.**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**22. Notices.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301

With a Copy to:

\_\_\_\_\_  
*(Insert Name of Relevant Administrator)*

\_\_\_\_\_  
*(Insert Name of Relevant Department)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

Privacy Officer  
Risk Management Department  
The School Board of Broward County, Florida  
600 S.E. 3<sup>rd</sup> Avenue, 11<sup>th</sup> Floor  
Ft. Lauderdale, FL 33301

**ARTICLE 3 – GENERAL CONDITIONS**

To *[Insert Name]*:

\_\_\_\_\_  
*(Name of Other Party)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

With a Copy to:

\_\_\_\_\_  
*(Name to be Provided by Other Party)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

**23. Severability.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**24. Captions.**

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**25. Authority.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. The person signing on behalf of “Business Associate” has authority to bind “Business Associate” with respect to all provisions contained in this Agreement.

**26. No Waiver of Rights, Powers and Remedies.**

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.



**ARTICLE 3 – GENERAL CONDITIONS****27. Regulatory References.**

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA in general means the referenced section or its successor, and for which compliance is required.

**28. Governing Law.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

**29. Entire Agreement.**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**30. Interpretation.**

Any ambiguity in this Agreement shall be interpreted in a manner that permits SBBC to comply with the Privacy Rule, Security Rule, the HITECH Act, HIPAA in general and any subsequent legislation or regulations otherwise affecting Business Associates.

**IN WITNESS WHEREOF**, the parties have executed this Business Associate Agreement as of the Effective Date.

**THE SCHOOL BOARD OF BROWARD COUNTY**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of General Counsel

**FOR BUSINESS ASSOCIATE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ who is personally known to me or who produced \_\_\_\_\_ as identification and who did / did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Notary's Printed Name

\_\_\_\_\_  
Notary's Commission No.

**EXHIBIT A**

**NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (“SBBC”) and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: \_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_

Date of the discovery of the breach: \_\_\_\_\_

Number of individuals affected by the breach: \_\_\_\_\_

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

# ATTACHMENT G

## References

REFERENCE INFORMATION

PLEASE PROVIDE REFERENCES FOR YOUR THREE LARGEST CLIENTS

1. Client Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Service Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_  
Services Performed for Client: \_\_\_\_\_  
\_\_\_\_\_  
How long has account been active (state in years and months): \_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Service Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_  
Services Performed for Client: \_\_\_\_\_  
\_\_\_\_\_  
How long has account been active (state in years and months): \_\_\_\_\_

**REFERENCE INFORMATION (Continued)**

3. Client Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Service Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_  
Services Performed for Client: \_\_\_\_\_  
\_\_\_\_\_  
How long has account been active (state in years and months): \_\_\_\_\_

# **ATTACHMENT H**

## **ACH Payment Agreement Form**





**The School Board of Broward County, Florida  
ACH Payment Agreement Form (ACH CREDITS)**

VENDOR NAME:

**Authorization Agreement**

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

**Account Information**

Name of Bank or Financial Institution: \_\_\_\_\_

Branch/ State \_\_\_\_\_

Routing No: \_\_\_\_\_

Account No: \_\_\_\_\_ Checking  Savings

VENDOR AREA:  
Remittance Confirmation: \_\_\_\_\_ Fax  Email   
(please select one)

Federal Identification No. \_\_\_\_\_ TAX ID#  SS#   
Vendor

**Update Purchase Order Fax & Email Address**

Centralized Fax Number \_\_\_\_\_ Dept. \_\_\_\_\_

Centralized Email \_\_\_\_\_ Dept. \_\_\_\_\_

Centralized Phone No. \_\_\_\_\_ Dept. \_\_\_\_\_

**Signature**

Authorized Signature  
(Primary) and Business title: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature  
(Joint) and Business title: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group  
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

**For Use by DATA STRATEGY GROUP**

Vendor Account# \_\_\_\_\_ Date Entered \_\_\_\_\_ Initials: \_\_\_\_\_

# **ATTACHMENT I**

**Statement of “No Response”**

## ATTACHMENT I, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

SBBC  
 Supply Management & Logistics Department  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

√	<b>Reasons for "NO Response":</b>
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_