



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0505 • FAX 754-754-0936

**SUPPLY MANAGEMENT & LOGISTICS**  
**CAROL BARKER, CPPB - ACTING DIRECTOR**  
www.browardschools.com

## SCHOOL BOARD

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NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

August 19, 2013

### ADDENDUM NUMBER 2 Bid No. 14-038N Drug and Alcohol Testing Services

CALLED FOR: 2:00 P.M. ET August 26, 2013

#### TO ALL BIDDERS:

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

1. Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 14-038N, Bidder certifies acceptance of this Addendum.

Sincerely,

Keith Roberts  
Purchasing Agent I

QUESTION #1: Who is your current TPA & Lab managing the program?

**ANSWER TO QUESTION #1:** First Lab.

QUESTION #2: What current clinics do you use and what are their hours?

**ANSWER TO QUESTION #2:** First Lab utilizes LabCorp and Quest (as a back-up). All are on call 24 hours a day 7 days a week.

First Lab  
LabCorp  
Quest Diagnostics

QUESTION #3: What facility do you utilize for "after hour" testing & what is the address?

**ANSWER TO QUESTION #3:** We do not have a contract with any clinic , we utilize various clinics at locations in Broward county that are most strategically located to the need.

QUESTION #4: What are your current prices for the following services:

**ANSWERS TO QUESTION #4:**

**The current prices are:**

Urine Drug testing (normal hours): **\$34.75**

Urine Drug testing (after hours): **\$34.75**

Breath Alcohol testing (normal hours): **\$31.00**

Breath Alcohol testing (after hour): **\$31.00**

Expert Witness Cost (per hour): **\$200.00/hr not to exceed \$1,500.00 / day**

MRO review (is this extra): **No**

Is there an "upcharge" for MRO services if the test result is Positive? **No**

Random Pool Selection Services (is this extra): **No included in contractual service.**

Annual TPA / Administrative fees (is this extra) **No**

Are there any additional collection fees on top of the Urine Drug testing pricing above. **"Unit price shall be all inclusive and shall not be at an additional cost".**

**"Unit**

**QUESTION #5:** On Page 16, statement 1 – C requests Training for Supervisors.

- 1) Currently, are there any costs associated with this training and if so, how would you like us to quote this training on the price sheet?
- 2) How often has this training occurred over the last contract?
- 3) How many supervisors have been in attendance per training session?
- 4) How long have the training sessions been?

**ANSWER TO QUESTION #5:**

- 1) There is no actual additional cost. Training is included in the contract as a service.
- 2) Training has occurred over the last contract several times. The vendor also provided a DVD version of training with rights to use on internal broadcasting.
- 3) The number of Supervisors varies.
- 4) Training sessions last 3 hours to meet DOT & District requirements.

**QUESTION #6:** On Page 19, statement 14 – the ITB is requesting for collections to be done at SBBC sites. This would entail mobile collection services which is a different price than testing a local walk in facilities. Your pricing sheet asks simply for urine drug testing & BAT testing during normal and after hours, but does not specify where. How would you like us to quote during & after normal hours at local walk in facilities AND via mobile collection services AT your SBBC sites?

**ANSWER TO QUESTION #6:** SBBC is clearly seeking specimen collection and alcohol testing at designated SBBC sites as identified in this ITB. SBBC employees may be sent to the Awardee's facility after normal business hours or due to unusual circumstances.

**QUESTION #7:**

- 1) How are you currently handling post accidents, both during & after hours? Our service has a "per event" charge plus the cost of the urine drug test & breath alcohol test, regardless if it is during or after hours, because of the fact it is an "unscheduled" event that requires immediate assistance.
- 2) If you are unable to bring the employee to an open clinic, how would you like us to quote the "per event" charge for the use of a mobile collector, most likely after hours?

**ANSWER TO QUESTION #7:**

- 1) Through vendor services or clinical services that is on call as part of the contracted services.
- 2) Rates for tests are the same for normal and after hours as specified above.

QUESTION #8: I wanted to make you aware that any employees regulated under the Federal Motor Carrier Safety Administration (FMCSA) will require the 50% minimum random drug testing per year, as mentioned. If any fall under the regulations of the Federal Transit Administration (FTA), the current minimum requirement is only 25% drug for the year. Do you have any employees that fall under this category and if so, would you still plan on testing the Federal Transit Administration (FTA) at 50% regardless?

**ANSWER TO QUESTION #8:** Only Federal Motor Carrier Safety Administration (FMCSA) regulated are tested randomly.

QUESTION #9: I apologize if I missed this, but how many original proposals & copies of this proposal would you like us to submit for this ITB?

**ANSWER TO QUESTION #9:** 1 original is required. No copies are needed.

QUESTION #10: Why is the current ITB being solicited?

**ANSWER TO QUESTION #10:** The current contract 27-001B will be expiring on November 30, 2013.

QUESTION #11: What is the anticipated posting date of answers to questions after the due date of Aug 8<sup>th</sup>?

**ANSWER TO QUESTION #11:** The posting date for the questions and answered will be August 19, 2016.

QUESTION #12: What does the bid consider normal working hours vs. after hours?

**ANSWER TO QUESTION #12:** Normal Hours Monday - Friday 6AM – 5PM. After Hours anything after 5PM.

Question#13: For Florida Drug Free Workplace Testing are you requesting a 5 panel or 10 panel test?

**Answer to Question #13:** We are requesting a 5 panel test.

Question #14: Are urine specimens for pre-employment drug tests collected at designated collection sites and/or during scheduled on-site collections at SBBC facilities?

**Answer to Question # 14:** Currently some Pre-Employment testing is facilitated at SBBC sites while some others are managed at a clinic.

Question # 15: Does SBBC prefer that supervisory reasonable suspicion training be conducted on-site at a SBBC facility? Can the training be provided through a secure online training program?

**Answer to Question # 15:** Yes to both questions.

Question #16:

1) Does SBBC have any employees subject to FTA (Federal Transit Administration) drug and alcohol testing as indicated in the ITB.

2) Is DOT testing required only for CDL holders subject to testing under the Federal Motor Carrier Safety Administration (FMCSA) regulations?

**Answer to Question # 16:**

1) No

2) Yes, but there is also non Department of Transportation (DOT) testing required on occasions.

Question # 17: Are random testing dates and locations determined by SBBC Designated Employer Representatives and then communicated directly to the on-site/mobile collector?

**Answer to Question # 17:** Yes

Question # 18: What does the after hours consist of? (Post accident only, randoms or reasonable suspicion)

**Answer to Question # 18:** After hours consist of post accident and reasonable suspicion.

**Question # 19:** Do you need pricing for a random selection program?

**Answer to Question # 19:** Pricing should be included in testing cost as stated, "Unit price shall be all inclusive and shall not be an additional cost".



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## SCHOOL BOARD

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ANN MURRAY  
DR. ROSALIND OSGOOD  
NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

August 8, 2013

### ADDENDUM NUMBER 1 Bid No. 14-038N Drug and Alcohol Testing Services

CALLED FOR: 2:00 P.M. ET August 26, 2013

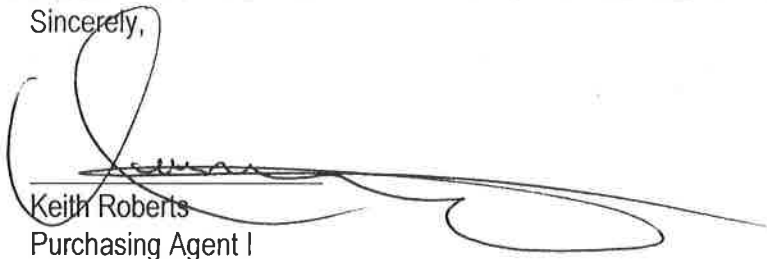
#### TO ALL BIDDERS:

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

- |  |   |
|--|---|
| 1. DELETE: Page i of i Table of Contents | INSERT: Page i of i Table of Contents REVISED |
| 2. DELETE: ITB Cover page 1.             | INSERT: ITB Cover page 1 REVISED.             |
| 3. DELETE: Page 8 of 32 PAGES            | INSERT: Page 8 of 32 Pages REVISED            |

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 14-039N, Bidder certifies acceptance of this Addendum.

Sincerely,

  
Keith Roberts  
Purchasing Agent I

Page 1 of Pages, ADDENDUM NUMBER 1, Bid 14-038N



The School Board of, Broward County, Florida  
**SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT**  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351-6704  
 754-321-0505

# INVITATION TO BID (ITB)

<b>DUE DATE:</b> Bids due at 2:00 p.m. Eastern Time (ET): <b>August 26, 2013</b>	<b>ITB NO.:</b> <b>14-038N</b>	<b>RELEASE DATE :</b> <b>August 1, 2013</b>	<b>PURCHASING AGENT:</b> Keith Roberts 754-321-0531
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Bids must be submitted to the Supply Management & Logistics Department and received **on or before 2:00 p.m. ET** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

**BID TITLE:**

**DRUG AND ALCOHOL TESTING SERVICES**

## SECTION 1, Bidder Acknowledgement

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

Bidder's Name and state "Doing Business As", where applicable:	<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
<b>E-mail Address to Send Purchase Orders:</b>	Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, 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 Bidder 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. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

\_\_\_\_\_  
*Signature of Authorized Representative (Manual)*

\_\_\_\_\_  
*Name of Authorized Representative (Typed or Printed)*

\_\_\_\_\_  
*Title*

## SECTION 2, Submittal Requirements

**SUBMITTAL REQUIREMENTS:** In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the  below have been submitted.

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Bid Bond                      | <input checked="" type="checkbox"/> Service Capabilities | <input checked="" type="checkbox"/> Licenses  | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition __                                   | Special Condition 9                                      | Special Condition 1                           | Special Condition __                                 |
| <input type="checkbox"/> Manufacturers Authorization   | <input type="checkbox"/> References                      | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other _____                 |
| Special Condition __                                   | Special Condition __                                     | Special Condition __                          | Special Condition __                                 |
| <input type="checkbox"/> Bidder's Preference Statement |  |   |  |
| Special Condition __                                   |  |   |  |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**



## TABLE OF CONTENTS

<u>SECTION</u>		<u>Page</u>
1	Bidder Acknowledgement .....	1
2	Submittal Requirements.....	1
3	General Conditions .....	2
4	Special Conditions .....	8
5	Bid Summary Sheets .....	11
6	Bid Specifications.....	14
7	FORMS AND ATTACHMENTS	
	➤ Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship.....	24
	➤ Drug-Free Workplace .....	25
	➤ Insurance Requirements .....	26
	➤ W – 9 Form.....	27
	➤ ACH Payment Agreement .....	31
8	Statement of “No Bid” .....	32

**SECTION 4, SPECIAL CONDITIONS**

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (SBBC) desires bids on **DRUG AND ALCOHOL TESTING SERVICES** as specified herein. The scope of requirements includes, but is not limited to, urine drug testing and breath alcohol testing. Should additional requirements by the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) or the Drug - Free Workplace Act be enacted by legislation, a quotation from the Awardee will be required in order to meet the new legislation requirements. Unit prices shall be **all-inclusive** and shall not contain additional costs.

The laboratory utilized in this bid must be licensed and approved by the Agency for Health Care Administration using criteria established by the United States Department of Health and Human Services (HHS) as general guidelines for modeling the State of Florida drug-testing program. The laboratory must be certified by HHS Substance Abuse and Mental Health Services Administration (SAMHSA) and must meet standards of Subpart C of Mandatory Guidelines of Federal Workplace Drug Testing Programs (59 FR 29916, 29925).

The bid requires the Awardee to act as a urine specimen collector in the U.S. D.O.T. drug-testing program. The Awardee must also meet each of the requirements established under 49 CFR Part 40 subsection 40.33 DOT "Collector" requirements. Awardee must maintain documentation showing that the company currently meets all requirements of this section and furnish this information with the bid. **Failure to furnish all licensing and certification information with the bid, shall result in rejection of the bid as non-compliant.**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning December 1, 2013 and continuing through December 31, 2016**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as-needed basis.
3. **AWARD:** The **GROUP** shall be awarded to the lowest responsive and responsible Bidder meeting specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet.

After award of this bid, any Awardee who violates any specification, term or condition of this bid will be found in default of its contract, and have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this SBBC for two years, as described in General Conditions 22 and 55.

4. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1d does not apply to the award of this Bid.
5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Keith Roberts, Purchasing Agent, Supply Management & Logistics Department, 754-321-0531 or e-mail at [keith.roberts@browardschools.com](mailto:keith.roberts@browardschools.com)** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Mr. Roberts** nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the bid document. **Questions should be submitted in accordance with General Condition 5. All questions pertaining to this document must be received by the deadline of August 8, 2013 at 4 pm.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information obtained other than through the information in this ITB document or by Addenda shall not be binding on SBBC.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

## SCHOOL BOARD

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ANN MURRAY  
DR. ROSALIND OSGOOD  
NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

August 1, 2013

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders  
Invitation to Bid 14-038N, Drug and Alcohol Testing Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) to supply drug and alcohol testing services. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via fax at 754-321-0534 or via e-mail to [keith.roberts@browardschools.com](mailto:keith.roberts@browardschools.com). No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in the Supply Management & Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF “NO BID”**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of “No Bid” and return via fax to 754-321-0534 scan and send via e-mail to [keith.roberts@browardschools.com](mailto:keith.roberts@browardschools.com). Your response to the Statement of “No” Bid is very important to the Supply Management & Logistics Department when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the phone number stated above.

Sincerely,

Keith Roberts  
Purchasing Agent I

## TABLE OF CONTENTS

<u>SECTION</u>		<u>Page</u>
1	Bidder Acknowledgement.....	1
2	Submittal Requirements .....	1
3	General Conditions.....	2
4	Special Conditions.....	8
5	Bid Summary Sheets.....	11
6	Bid Specifications .....	14
7	FORMS AND ATTACHMENTS	
	➤ Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship .....	24
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**SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT**  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351-6704  
 754-321-0505

# INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): <b>August 26, 2013</b>	ITB NO.: <b>14-038N</b>	RELEASE DATE : <b>August 1, 2013</b>	PURCHASING AGENT: Keith Roberts 754-321-0531
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Bids must be submitted to the Supply Management & Logistics Department and received **on or before 2:00 p.m. ET** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:  
**DRUG AND ALCOHOL TESTING SERVICES**

### SECTION 1, Bidder Acknowledgement

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.**

Bidder's Name and state "Doing Business As", where applicable:	<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
<b>E-mail Address to Send Purchase Orders:</b>	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, 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 Bidder 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. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

\_\_\_\_\_  
**Signature of Authorized Representative (Manual)**

\_\_\_\_\_  
**Name of Authorized Representative (Typed or Printed)**

\_\_\_\_\_  
**Title**

### SECTION 2, Submittal Requirements

**SUBMITTAL REQUIREMENTS:** In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the  below have been submitted.

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Bid Bond                      | <input checked="" type="checkbox"/> Service Capabilities | <input checked="" type="checkbox"/> Licenses  | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition __                                   | Special Condition 9                                      | Special Condition 1                           | Special Condition __                                 |
| <input type="checkbox"/> Manufacturers Authorization   | <input type="checkbox"/> References                      | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other _____                 |
| Special Condition __                                   | Special Condition __                                     | Special Condition __                          | Special Condition __                                 |
| <input type="checkbox"/> Bidder's Preference Statement |  |   |  |
| Special Condition __                                   |  |   |  |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**

## SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
  - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
  - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management & Logistics Department **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
  - d) **BIDDING PREFERENCE LAWS:** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

  - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
  - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
  - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management & Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management & Logistics no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of SBBC, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida 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 The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida 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.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** 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.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, 1643 North Harrison Parkway, Building H, Sunrise, Florida 33323. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at [www.demandstar.com](http://www.demandstar.com).
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
29. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management & Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **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.

35. **PROTESTING OF BID 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.

36. **POSTING OF BID 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 **September 4, 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 Bidder 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 Bid opening amending or supplementing the Bid 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.**

36. (Continued):

**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.**

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the Bidder to assure that their bid is time stamped in the SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management & Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **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 bid agreement, or to directly negotiate/purchase per School Board 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 bid if it is in its best interest to do so.
40. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive."**
- a) 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 of any rights or limits to liability under Section 768.28 Florida Statutes.
- b) VENDOR 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 VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'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 VENDOR, SBBC or otherwise.
41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.



42. **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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

43. **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 nonprocurement 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 bid submitted in connection with such lower tier covered transactions.

**CERTIFICATION**

- a) The prospective lower tier participant certifies, by submission of this bid, 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.
- b) 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 bid.

44. **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 TTY 754-321-2158.

45. **SEVERABILITY** In case of any one or more of the provisions contained in this Bid 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 Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

46. **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 Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid 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.

47. **LOBBYIST ACTIVITIES:** In accordance with School Board 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.

- a) 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.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) 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 The School Board of Broward County's website, [www.browardschools.com](http://www.browardschools.com).
- d) 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.
- e) 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.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors 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 in the Supply Management & Logistics Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **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 will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) 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 at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or [www.broward.k12.fl.us/supply/vendor/mwbe.htm](http://www.broward.k12.fl.us/supply/vendor/mwbe.htm).
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **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 [easypathinfo@L1ID.com](mailto:easypathinfo@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: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **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 vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:  
a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.  
b) All departments being advised not to do business with vendor.
56. **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.**
57. **TERMINATION:** This contract award 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 Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with State Statutes 119.071 and 286.0113.

59. **CONFIDENTIAL RECORDS:** The Awardee 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 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.*

**BID PROPOSAL**

**SECTION 4, SPECIAL CONDITIONS**

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (SBBC) desires bids on **DRUG AND ALCOHOL TESTING SERVICES** as specified herein. The scope of requirements includes, but is not limited to, urine drug testing and breath alcohol testing. Should additional requirements by the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) or the Drug - Free Workplace Act be enacted by legislation, a quotation from the Awardee will be required in order to meet the new legislation requirements. Unit prices shall be **all-inclusive** and shall not contain additional costs.

The laboratory utilized in this bid must be licensed and approved by the Agency for Health Care Administration using criteria established by the United States Department of Health and Human Services (HHS) as general guidelines for modeling the State of Florida drug-testing program. The laboratory must be certified by HHS Substance Abuse and Mental Health Services Administration (SAMHSA) and must meet standards of Subpart C of Mandatory Guidelines of Federal Workplace Drug Testing Programs (59 FR 29916, 29925).

The bid requires the Awardee to act as a urine specimen collector in the U.S. D.O.T. drug-testing program. The Awardee must also meet each of the requirements established under 49 CFR Part 40 subsection 40.33 DOT "Collector" requirements. Awardee must maintain documentation showing that the company currently meets all requirements of this section and furnish this information with the bid. **Failure to furnish all licensing and certification information with the bid, shall result in rejection of the bid as non-compliant.**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning December 1, 2013 and continuing through December 31, 2016**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as-needed basis.
3. **AWARD:** The **GROUP** shall be awarded to the lowest responsive and responsible Bidder meeting specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet.

After award of this bid, any Awardee who violates any specification, term or condition of this bid will be found in default of its contract, and have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this SBBC for two years, as described in General Conditions 22 and 55.

4. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1d does not apply to the award of this Bid.
5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Keith Roberts, Purchasing Agent, Supply Management & Logistics Department, 754-321-0531 or e-mail at [keith.roberts@browardschools.com](mailto:keith.roberts@browardschools.com)** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Mr. Roberts** nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the bid document. **Questions should be submitted in accordance with General Condition 5. All questions pertaining to this document must be received by the deadline of August 8, 2013 at 4 pm.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information obtained other than through the information in this ITB document or by Addenda shall not be binding on SBBC.

VENDOR NAME: \_\_\_\_\_  
KR/ma/cjb/pg

The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

6. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for 37 months, and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and if needed, 90 days beyond the expiration date of the final renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from the Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. Bidders agree to this condition by signing its bid.
  
7. **COMPANY REPRESENTATIVE:** Bidders should indicate, in the space provided on the Additional Information Sheet, the name, address, phone, fax numbers and e-mail address of the representative who could make scheduled visits to the schools, departments and centers and who will be available, upon request, to resolve billing and service problems. Also provide an after hour contact person who will be available, (not a call back number) to request immediate assistance.
  
8. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one may be ordered at one time.
  
9. **SERVICE CAPABILITIES:** Bidders shall provide a list of service capabilities, certifications, licensing, and testing procedures that they will provide under the requirements of this bid as stated in Section 6 Bid Specifications. **Failure to submit the required documentation with the bid shall result in disqualification of entire bid submitted.**
  
10. **ADDING OR DELETING SITES:** SBBC may add or delete service wholly or in part at any District site during the term of the contract.
  
11. **SUBCONTRACTING:** Awardees **may not subcontract** drug and alcohol testing services without the prior written approval of the designated representative of the Risk Management Department.
  
12. **BILLING:** Invoices **MUST** include a **purchase order number** and state the quantity and services performed. Invoices shall be submitted in paper format, as well as electronically to SBBC Risk Management Department, 600 SE 3 Avenue, 11th Floor, Fort Lauderdale, FL 33301. Invoices must show the entire "SHIP-TO" location exactly as shown on the purchase order. Detailed invoices must list the test dates, employee personnel number, Social Security Number (where appropriate and/or applicable) and the custody control to verify compliance with the contract.

If the Awardee has the capability to receive electronic payments, reimbursement may be processed using ACH or the District's procurement card to secure immediate payment of approved services.

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

13. **CANCELLATION:** Any contract awarded as a result of this bid will be subject to cancellation at any time by SBBC for **one or more** of the following reasons:
- A. Awardee's failure to respond and schedule testing requested within the scheduled parameters in the bid or as agreed upon by the Awardee and the designated representative of the Risk Management Department.
  - B. Awardee's use of service personnel that are **not** qualified to perform services specified by this contract.
  - C. Awardee's use of subcontracted firms or personnel that fail to adhere to the Bid Specifications or the Awardee subcontracting scheduled work without the permission of the designated representative of the Risk Management Department.
  - D. Unsatisfactory and/or substandard service, poor communication of Awardee's personnel or failure to provide quarterly management reports in a timely fashion.
  - E. Unsatisfactory evaluation by designated SBBC representative monitoring Awardee's staff performance when scheduled service work is performed.
  - F. Substantial changes to SBBC's staffing and budgetary requirements that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the Awardee.
14. **IRS FORM W-9:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 5, and submit with their bid.

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 5, BID SUMMARY SHEET**

		(TO BE AWARDED AS A GROUP)	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<b><u>ITEM 1:</u></b>		<b>1ST PERIOD (DECEMBER 2013 AND ENTIRE YEAR 2014, 13 MONTHS) OF CONTRACT TESTING SERVICES</b>		
A.	1554 each	Urine Drug Testing, normal hours	\$ _____ /ea	\$ _____
B.	13 each	Urine Drug Testing, after hours	\$ _____ /ea	\$ _____
C.	272 each	Breath Alcohol Testing, normal hours	\$ _____ /ea	\$ _____
D.	6 each	Breath Alcohol Testing, after hours	\$ _____ /ea	\$ _____
E.	6 hr	Expert Witness Cost	\$ _____ /hr	\$ _____
		<b>2ND YEAR (2015) OF CONTRACT TESTING SERVICES</b>		
F.	1554 each	Urine Drug Testing, normal hours	\$ _____ /ea	\$ _____
G.	13 each	Urine Drug Testing, after hours	\$ _____ /ea	\$ _____
H.	272 each	Breath Alcohol Testing, normal hours	\$ _____ /ea	\$ _____
I.	6 each	Breath Alcohol Testing, after hours	\$ _____ /ea	\$ _____
J.	6 hr	Expert Witness Cost	\$ _____ /hr	\$ _____
		<b>3RD YEAR (2016) OF CONTRACT TESTING SERVICES</b>		
K.	1554 each	Urine Drug Testing, normal hours	\$ _____ /ea	\$ _____
L.	13 each	Urine Drug Testing, after hours	\$ _____ /ea	\$ _____
M.	272 each	Breath Alcohol Testing, normal hours	\$ _____ /ea	\$ _____
N.	6 each	Breath Alcohol Testing, after hours	\$ _____ /ea	\$ _____
O.	6 hr	Expert Witness Cost	\$ _____ /hr	\$ _____
		<b>4TH YEAR/1ST ANNUAL RENEWAL OPTION (2017) TESTING SERVICES</b>		
P.	1554 each	Urine Drug Testing, normal hours	\$ _____ /ea	\$ _____
Q.	13 each	Urine Drug Testing, after hours	\$ _____ /ea	\$ _____
R.	272 each	Breath Alcohol Testing, normal hours	\$ _____ /ea	\$ _____
S.	6 each	Breath Alcohol Testing, after hours	\$ _____ /ea	\$ _____
T.	6 hr	Expert Witness Cost	\$ _____ /hr	\$ _____

VENDOR NAME: \_\_\_\_\_  
KR/ma/cjb/pg

The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 5, BID SUMMARY SHEET (Continued)**

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<b>5TH YEAR/2ND ANNUAL RENEWAL OPTION (2018)</b>				
<b>TESTING SERVICES</b>				
U.	1554 each	Urine Drug Testing, normal hours	\$ _____ /ea	\$ _____
V.	13 each	Urine Drug Testing, after hours	\$ _____ /ea	\$ _____
W.	272 each	Breath Alcohol Testing, normal hours	\$ _____ /ea	\$ _____
X.	6 each	Breath Alcohol Testing, after hours	\$ _____ /ea	\$ _____
Y.	6 hrs	Expert Witness Cost	\$ _____ /hr	\$ _____
<b>TOTAL BID ITEM 1 (A-Y inclusive)</b>				<b>\$ _____</b>

**ADDITIONAL REQUIRED INFORMATION**

Bidder must indicate by documentation, with the bid or upon request, that the laboratory being utilized for this contract is licensed and approved as required by Special Condition 1. Failure to provide this information with the bid shall result in disqualification of bid.

Name of Laboratory: \_\_\_\_\_

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

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

Name of Contact: \_\_\_\_\_

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

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

**ADDITIONAL INFORMATION SHEET**

Additional drug and alcohol testing services MAY purchased under this contract. Bidders may supply a price list containing any type of testing related services that would be available to SBBC on an as-needed basis. Only the Awardee of Bid Item 1 will be considered. Please check the box to the right if you wish to include a price list for review.

YES  NO

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg



The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**ADDITIONAL INFORMATION SHEET**

**NOTE TO BIDDER:** Review General Condition 49 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

**COMPANY REPRESENTATIVE:** (Please see Special Condition 7)  
Additional pages included if more than one company representative is listed.

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

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

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

\_\_\_\_\_  
City, State and ZIP Code:

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

\_\_\_\_\_  
FAX:

\_\_\_\_\_  
Cell:

\_\_\_\_\_  
Local/Toll-Free Phone:

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

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

**Purchase orders are now being sent via e-mail wherever possible. Please provide a reliable, monitored e-mail address for all future orders on this contract, below:**

\_\_\_\_\_  
E-mail for purchase orders:

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**ADDITIONAL INFORMATION SHEET**

**NOTE TO BIDDER:** Review General Condition 49 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

**COMPANY REPRESENTATIVE:** (Please see Special Condition 7)

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

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

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

\_\_\_\_\_  
City, State and ZIP Code:

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

\_\_\_\_\_  
FAX:

\_\_\_\_\_  
Cell:

\_\_\_\_\_  
Local/Toll-Free Phone:

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

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

**Purchase orders are now being sent via e-mail wherever possible. Please provide a reliable, monitored e-mail address for all future orders on this contract, below:**

\_\_\_\_\_  
E-mail for purchase orders:

**VENDOR NAME:** \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**ADDITIONAL INFORMATION SHEET**

**NOTE TO BIDDER:** Review General Condition 49 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

**COMPANY REPRESENTATIVE:** (Please see Special Condition 7)

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

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

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

\_\_\_\_\_  
City, State and ZIP Code:

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

\_\_\_\_\_  
FAX:

\_\_\_\_\_  
Cell:

\_\_\_\_\_  
Local/Toll-Free Phone:

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

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

**Purchase orders are now being sent via e-mail wherever possible. Please provide a reliable, monitored e-mail address for all future orders on this contract, below:**

\_\_\_\_\_  
E-mail for purchase orders:

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS**  
**APPLICABLE LAWS, RULES, STATUTES AND POLICY**

1. The following Federal Laws and Rules shall apply as currently enacted and amended from time to time:
  - A. The Omnibus Transportation Employee Testing Act of 1991.
  - B. The U.S. Department of Transportation's (USDOT) Office of Drug and Alcohol Policy and Compliance Procedures for Transportation Workplace Drug and Alcohol Testing Programs” Rule, 49 CFR Part 40. The entire document can be found at <http://www.dot.gov/odapc/part40>.
  - C. The USDOT Federal Transit Administration (FTA) “Prevention of Alcohol Misuse and Prohibited Drug Use in transit Operations” Rule 49 CFR Part 655. The entire document can be found at <http://transit-safety.volpe.dot.gov/Safety/DATesting/Regulations/pdf/49cfr655.pdf>
  - D. The USDOT Federal Motor Carrier Safety Administration “Controlled Substances and Alcohol Use and Testing” Part 382.603 Training for Supervisors. The entire document can be found at <http://federal.eregulations.us/cfr/section/title49/chapterIII/part382/sect382.603?selectdate=1/20/2012>.
2. The following Florida Statutes, as currently enacted and amended from time to time shall also apply:
  - A. Section 112.0455 F.S. Drug-Free Workplace Act.  
[http://leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0100-0199/0112/Sections/0112.0455.html](http://leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/Sections/0112.0455.html)
  - B. Section 322.62 F.S. Driving under the influence; commercial motor vehicle operators.  
<http://www.flsenate.gov/laws/statutes/2011/322.62>
  - C. Section 322.63 F.S. Alcohol or drug testing; commercial motor vehicle operators.  
<http://www.flsenate.gov/Laws/Statutes/2012/322.63>
  - D. Section 322.64 F.S. Holder of commercial driver’s license; persons operating a commercial motor vehicle; driving with unlawful blood-alcohol level; refusal to submit to breath, urine or blood test.  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0300-0399/0322/Sections/0322.64.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0322/Sections/0322.64.html)
3. In addition, School Board Policy 2400 Drug-free Workplace shall also apply:  
<http://www.broward.k12.fl.us/sbbcpolicies/docs/P2400.000.pdf>

**OVERVIEW OF TESTING REQUIREMENTS**

1. SBBC requires random drug and alcohol testing services to be administered to SBBC employees located in the Student Transportation and Fleet Services Department, Physical Plant Operations Department, Instructional Materials, Materials Logistics Warehouse, Custodial Grounds and the Sheridan Technical Center Commercial Drivers License Driver (CDL) Training curriculum and/or any other school designated to offer CDL training courses in the future will be brought under the requirement for random testing. As well as SBBC departments or schools that have employees who perform work in safety-sensitive positions that must possess a current CDL.

VENDOR NAME: \_\_\_\_\_  
KR/ma/cjb/pg

The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**  
**OVERVIEW OF TESTING REQUIREMENTS (Continued)**

2. SBBC requires that certain employees will be subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty as well as follow-up testing. Reasonable suspicion, return-to-duty and follow-up testing applies to all SBBC employees.
3. Awardee MUST have Internet accessibility in order to be considered for award. SBBC must be able to retrieve testing results within 48 hours via both Internet and phone access. SBBC must be able to generate quarterly management information statistical reports through the Awardee's website.
4. Awardee must be capable of providing immediate alerts for positive test results via telephone and secure Internet-based messaging. Awardee must be capable of submitting quarterly and annual management reports and summaries, random employee lists, test results and invoicing in an MS Excel format, or a spreadsheet format that is convertible to MS Excel.
5. Awardee must provide periodic supervisory level training to selected D.O.T. and Non-D.O.T SBBC employees with respect to reasonable suspicion of drug and alcohol abuse, how to spot the signs of abuse and the methods of documenting, reporting, referral and the consequences of testing actions. The Awardee will be required to provide this training at no additional cost to SBBC and in compliance with the applicable laws, listed above.

**TESTING SERVICE SPECIFICATIONS**

1. Awardee shall promptly conduct the appropriate drug and/or alcohol testing on all individuals referred by the SBBC Risk Management Department in accordance with the above-referenced applicable laws, rules, statutes and policies as well as the following requirements of these Bid Specifications.
2. Awardee's collection sites must have all the necessary personnel, materials, equipment, facilities and supervision necessary to carry out the Bid Specifications and responsibilities in this bid and to provide for the collection, temporary storage, and testing and/or shipping of specimens as well as a suitable and clean office area for waiting. Awardee-provided collection sites must comply with the above-referenced applicable laws related to providing testing services.
3. Alcohol testing is to be conducted by a Breath Alcohol Technician (BAT), or any other person approved by the USDOT, using an Evidential Breathing Testing Device (EBT) as specified by and conforms with the applicable laws to measure the amount of Breath Alcohol Concentration (BAC) in a volume of breath or any other test used to detect the bodily presence of alcohol that is approved by the USDOT/FTA.
4. Drug testing, via urine specimen collection, must be conducted using a scientifically reliable method in an HHS-certified laboratory and performed in accordance with the HHS-approved procedures to determine the presence of the following, but not limited to, controlled substances: marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines.

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**  
**TESTING SERVICE SPECIFICATIONS (Continued)**

5. All urine specimen and breath collection for drug and alcohol testing services must be available 24 hours per day, 365 days per year for each type of testing whether scheduled for pre-employment, random, reasonable suspicion, post-accident, return-to-duty and/or follow-up testing. SBBC employees are on duty year-round at all times. Laboratory testing or urine samples may be completed during the laboratory's normal working hours. Normal working hours will also include at least one monthly 6:30 a.m.- and one 5:30 p.m.-testing time for the locations listed in Testing Service Specifications 14, below.
6. **CONFIDENTIALITY:** Information concerning tested employees shall be kept in the strictest confidence and only be released in accordance with applicable laws.
7. Awardee provided drug and alcohol testing services shall be completed under the following circumstances:
  - A. Pre-Employment Testing:
    - 1) Prior to the first time that an employee performs a safety sensitive function and/or operates a commercial motor vehicle, the employee shall undergo testing for potential drug or alcohol use. All applicants that require possession of a CDL shall be tested for controlled substances prior to employment.
    - 2) Pre-employment equivalent testing also includes any employee returning to duty from more than 30 days of any approved leave.
  - B. Random Testing:
    - 1) For alcohol use, no less than 10% of the average number of SBBC employees performing safety sensitive functions and/or required to hold a CDL shall be tested annually. Alcohol testing must occur just before, during or immediately after the time that an employee to be tested is on duty.
    - 2) For controlled substances, no less than 50% of the average number of SBBC Student Transportation and Fleet Services, and other employees performing safety sensitive functions and/or required to hold a CDL, shall be tested annually. The percentage-testing requirement is subject to annual revision by FTA.
  - C. Reasonable suspicion testing will be conducted through urine specimen collection for controlled substance testing and alcohol testing based upon documentation received from a properly-trained SBBC administrator. The administrator will make the assessment, under the reasonable suspicion guidelines, whether the employee is using, has used or is under the influence of alcohol or a controlled substance while at work. In these cases, the Awardee must be available on an as needed basis.
  - D. In cases of post-U.S. D.O.T. defined post-accident testing, urine collection for controlled substance testing and breath alcohol must be available on an as-needed basis and be conducted as soon as possible. Employees involved in accidents shall be subject to a breath alcohol test no later than eight hours following an accident and to controlled substance testing no later than 32 hours following an accident.
  - E. Random follow-up testing is to be conducted a minimum of six (6) times per year on each SBBC employee who tested positive for drugs and/or alcohol. The actual number of follow-up tests and the duration of the tests will be determined by a Substance Abuse Professionals.

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**  
**TESTING SERVICE SPECIFICATIONS (Continued)**

8. On a quarterly basis, SBBC will supply the Awardee with a list of employees to be included within the testing pool. From the quarterly list, the Awardee shall generate a subset of employees to be tested. The Awardee's list shall be generated using a statistically valid method approved by the SBBC Risk Management Department.
9. Each employee on the list shall have an equal chance of being selected for testing each time selections are made. Over-sampling by randomly selecting more employees than the number to be tested will be necessary in order to compensate for employees unavailable due to such events as vacations, sick, injury and/or family leave.
10. It is estimated that approximately 1,400 SBBC employees are subject to random testing. The scheduled times and the number of the tests for SBBC specified employees shall be determined by the Risk Management Department.
11. Awardee shall keep the names and other information concerning employees selected for random testing in the strictest of confidence prior to testing. Information pertaining to SBBC's tested employees shall only be released to the designated representative in the Risk Management Department.
12. Awardee must assure employee privacy, in addition to confidentiality, by taking adequate steps to prevent the contamination of specimens and to protect the overall integrity of the urine collection process. This requirement applies to the Awardee's testing services, processes and procedures, as well as the Awardee's testing facilities.
13. The appropriate SBBC Department's Director must be promptly informed of any employee who tests at a 0.02 BAC or higher, or if the results report a dilute, invalid or positive drug result. The Director, Risk Management or the designated Risk Management representative must also be advised of any driver/CDL operator who will be delayed due to an inability or refusal to provide a sufficient breath or urine specimen in order to properly adjust the affected Department's work schedules. Moreover, given the State of Florida's "zero tolerance" standard, SBBC Department's Director or the designated representative of the affected Department must be promptly informed of any employee testing other than 0.00 BAC.
14. Testing will be administered at designated SBBC sites at least ten (10) times per month with at least one of the scheduled testing times to begin at 6:30 a.m. and another to be scheduled at 5:30 p.m. The minimum requirement of at least one 6:30 a.m. and one 5:30 p.m. scheduled testing is to be considered part of normal business hours on the Bid Summary Sheet. Testing will be administered at the following locations:

Instructional Materials Warehouse  
3901 NW 10 Avenue  
Fort Lauderdale, FL 33309

Material Logistics Central Warehouse  
3800 NW 10 Avenue  
Fort Lauderdale, FL 33309

Physical Plant Operations  
3897 NW 10 Avenue  
Fort Lauderdale, FL 33309

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**  
**TESTING SERVICE SPECIFICATIONS (Continued)**

14. (continued)

Sheridan Technical Center Annex  
20251 Sterling Road  
Pembroke Pines, FL 33332

Student Transportation and Fleet Services (five locations)

Central Bus Terminal and Transportation Offices  
3831 NW 10 Avenue  
Fort Lauderdale, FL 33309

Central West Bus Terminal  
2320 College Avenue  
Davie, FL 33317

North Bus Terminal  
2300 NW 18 Street  
Pompano Beach, FL 33062

South Bus Terminal  
900 South University Drive  
Pembroke Pines, FL 33025

Southwest Bus Terminal  
20251 Sterling Road  
Pembroke Pines, FL 33332

Additional sites may be added or deleted to this contract at any time during the contract period. Please see Special Condition 10. SBBC will not accept site selection from the Awardee.

15. Key employees of the Awardee shall be made available to serve as an expert witness in any court or administrative proceeding arising out of this drug and alcohol testing program.

**FEDERAL REPORTING REQUIREMENTS, RECORD RETENTION AND ACCESS**

1. Awardee, acting as the agent for SBBC, must meet all record retention and confidentiality standards specified in applicable laws. Records shall be maintained in a secure location with controlled access.
2. Awardee will be responsible for Internet-based quarterly provision of management information statistical reports that will enable SBBC to meet the USDOT/FTA annual reporting requirements.
3. Records in the possession of the Awardee shall be made available for inspection to the Risk Management Department within two business days after a request has been made by an authorized representative of the USDOT/FTA.

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

**TESTING FOR PROHIBITED SUBSTANCES**

1. Analytical urine drug testing and breath alcohol testing may be conducted when circumstances warrant or as required by the applicable laws. All job applicants for SBBC positions that require a CDL shall be subject to testing prior to employment. All employees who possess a CDL will also be subject to testing following an accident that meets DOT guidelines or non-DOT testing, if SBBC warrants. In addition, all employees will be subject to reasonable suspicion, return-to-duty testing and follow-up testing after the successful completion of a drug and/or alcohol rehabilitation treatment program. In every instance where the initial drug and/or alcohol test returns a positive result, a second specific confirmation testing procedure must follow.
2. The testing will be performed by an HHS-certified laboratory and shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities, which have been HHS-approved and consistent with the procedures put forth in the applicable laws. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40. Procedures are to be in place to protect the employee and the integrity of the drug testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee. These procedures include split specimen collection method, USDOT Chain of Custody and Control Form with unique identification number, initial screen and confirmatory tests. Every initially apparent positive drug and alcohol test must be followed by a second, specific confirmation testing procedure.
3. Drug testing laboratory results will be reviewed by a qualified Medical Review Officer (MRO) to verify and validate test results. The MRO will be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an employee's test result together with their medical history and other relevant biomedical information.
4. The drugs that will be tested for will include, but not be limited to, marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40. The Federally-mandated screens and cut-off limits for the minimum quantity of drug or alcohol that must be detected in the initial test and also in the confirming test: marijuana (s50 c15); cocaine (s300 c150); opiates (s2000 c2000); PCP (s25 c25); and amphetamines (s1000 c500).
5. Test for alcohol concentration will be conducted utilizing a National Highway Safety Administration (NHTSA)-approved EBT operated by a trained BAT. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from employment for 24 hours unless a re-test results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test in violation of the employment contract. Alcohol testing shall be accomplished while the employee is performing safety-sensitive functions; immediately prior to the employee is to perform safety-sensitive functions; or immediately after the employee has ceased performing such job functions.
6. Any SBBC employee that has a confirmed positive drug or alcohol test must be reported to the Risk Management Department for the potential result of disciplinary action up to and including discharge.
7. Awardee's laboratory is required to maintain SBBC employee records in confidence. The laboratory shall disclose information related to any positive drug test solely to the SBBC employee so tested and the Risk Management Department only.

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**

**APPLICATION OF TESTING SERVICES**

1. Pre-employment testing will be performed on all job applicants for positions that require a CDL. Applicants shall undergo urine drug testing prior to the date-of-hire. The Risk Management Department must be advised of both negative and positive test results prior to employment in order to determine fitness for duty or disqualification for employment.
2. Reasonable suspicion testing is required when two trained supervisors can document physical, behavioral and/or performance indicators of probable drug use or alcohol abuse when observing the appearance, behavior, speech or body odors of an SBBC employee. A reasonable suspicion referral for drug and alcohol testing will be made on the basis of documented objective facts and circumstances. Examples of reasonable suspicion include, but are not limited to, the following:
  - A. Currently discernible on-the-job behavior that may include physical signs and symptoms consistent with prohibited substance use.
  - B. Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, alcohol or other prohibited substances.
  - C. An occurrence of a serious or potentially serious accident that may have been caused by human error.
  - D. Flagrant disregard or violations of established safety, security or other operating procedures.

Reasonable suspicion determinations will be made by two SBBC supervisors who are trained to detect signs and symptoms of drug and alcohol use and who reasonably conclude that an SBBC employee may be adversely affected and/or impaired in their work performance due to prohibited substance abuse or misuse.

3. Post-accident Testing:
  - A. In the cases of fatal accidents, SBBC employees possessing a CDL will be required to undergo drug and alcohol testing if they are involved in an accident that results in a fatality. This testing requirement includes requirement are all employees on duty possessing a CDL in the vehicle and any other personnel whose performance could have contributed to the accident.
  - B. In the cases of non-fatal accidents, drug and alcohol testing will be conducted if an accident results in injuries requiring transportation to a medical treatment facility or where one or more vehicles incurs disabling damage that requires towing from the site and the employee receives a citation from State or local law enforcement for a moving traffic violation arising from the accident. In non-fatal accidents, a post-accident test does not need to be conducted if it is determined, using the best information available at the time of the decision, that the SBBC employee's performance can be completely discounted as a contributing factor in the accident.
  - C. Following either type of accident, an SBBC employee will be tested as soon as possible (not to exceed eight hours for alcohol testing and 32 hours for drug testing). Any SBBC employee involved in an accident must refrain from alcohol use for eight hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. Any SBBC employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing, will be considered to have refused the test and their employment will be recommended for termination. Employees tested under this provision will include not only the operations personnel, but any other covered employees whose performance could have contributed to the accident.

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

The School Board of Broward County, Florida

**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 6, BID SPECIFICATIONS (Continued)**  
**APPLICATION OF TESTING SERVICES (Continued)**

4. Random testing will be unannounced. SBBC employees in safety-sensitive positions and/or those required to hold a CDL will be subject to random, unannounced testing. The testing goal is to annually complete tests equivalent to 50% of the number of covered employees for use of drugs and 10% for alcohol. The dates for administering random, unannounced testing of selected employees will be determined by the designated representative of the Risk Management Department.
5. Return-to-duty testing will be conducted on all SBBC employees who previously tested positive on a drug or alcohol test must be evaluated by a DOT-certified Substance Abuse Professional (SAP). The SAP is to be a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor that has been certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) or the International Committee of the Red Cross (ICRC). Employees will be required to undergo return-to-duty testing prior to returning to their work assignment.
6. Random follow-up testing is to be conducted a minimum of six times per year on each employee who has tested positive for drug and/or alcohol use. The actual number of follow-up tests and the duration of the testing period will be determined by an SAP for each employee. Follow-up testing shall not exceed the duration specified by the SAP after the employee's return to duty.
7. Reasonable suspicion testing may be conducted on all employees based on SBBC Policy 2400.
8. It will be necessary for the Awardee to provide updates to the above-referenced Federal and State regulations that may affect the parameters and Bid Specifications of this contract. Awardee will designate an account manager responsible for SBBC's account. Awardee will provide a detailed annual summary of testing results such as types of tests, quantity, whether DOT or non-DOT, where warranted, and so on.

VENDOR NAME: \_\_\_\_\_

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The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 7, ATTACHMENT 1**  
**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR**  
**CONTRACTUAL RELATIONSHIP**

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

\_\_\_\_\_  
Signature

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

03/28/13

VENDOR NAME: \_\_\_\_\_

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**SECTION 7, ATTACHMENT 2  
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.

\_\_\_\_\_  
(Signature)

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

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

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification) My commission expires \_\_\_\_\_

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

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 7, ATTACHMENT 3**

**INSURANCE REQUIREMENTS**

**MINIMUM LIMITS OF INSURANCE**

**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.

**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).

**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.

**PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provide under this contract. Deductible shall not exceed \$25,000.

**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.

**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 the Certificate of Insurance to SBBC Risk Management at 866-897-0424.

**REQUIRED CONDITIONS:** Liability policies must contain the following provisions and the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement number 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 Bid number and Bid title on the Certificate of Insurance with the following address:  
The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, FL 33301.

**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.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**DRUG AND ALCOHOL TESTING SERVICES**

**SECTION 7, ATTACHMENT 5**

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	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)		

<b>Part I Taxpayer Identification Number (TIN)</b>	
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 <i>How to get a TIN</i> on page 3.	
	Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]
<b>Note.</b> 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 [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

<b>Part II Certification</b>
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).
<b>Certification instructions.</b> 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 ▶
------------------	----------------------------	--------

**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.

VENDOR NAME: \_\_\_\_\_  
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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,
- 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.

VENDOR NAME: \_\_\_\_\_  
KR/ma/cjb/pg



**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.

VENDOR NAME: \_\_\_\_\_  
KR/ma/cjb/pg

**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)(i)(A))	The grantor <sup>*</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)(i)(E))	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.

VENDOR NAME: \_\_\_\_\_  
KR/ma/cjb/pg



**The School Board of Broward County, Florida**  
**ACH Payment Agreement Form (ACH CREDITS)**  
**(See General Condition 10)**

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: \_\_\_\_\_  
(please select one) Fax  Email

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

**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: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

KR/ma/cjb/pg

**SECTION 8, STATEMENT OF "NO BID"**

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida  
Supply Management & Logistics Department  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

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

Bid Number: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

VENDOR NAME: \_\_\_\_\_

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