



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES  
RUBY CRENSHAW, CPPO, DIRECTOR  
www.browardschools.com

## SCHOOL BOARD

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*Superintendent of Schools*

May 11, 2015

## ADDENDUM NUMBER 1 RFP No. 16-017V CONSULTANT SERVICES FOR EMPLOYEE BENEFITS PROGRAM

**CALLED FOR: 2:00 PM, MAY 19, 2015**

### TO ALL PROPOSERS:

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

1. Attached are the responses to the questions received.
2. 

<b>DELETE:</b> Cover Letter	<b>INSERT:</b> Cover Letter – <b>REVISED-</b>
<b>DELETE:</b> Page 2 of 25 Pages	<b>INSERT:</b> Page 2 of 25 Pages – <b>REVISED –</b>
<b>DELETE:</b> Page 3 of 25 Pages	<b>INSERT:</b> Page 3 of 25 Pages – <b>REVISED –</b>
<b>DELETE:</b> Page 10 of 25 Pages	<b>INSERT:</b> Page 10 of 25 Pages – <b>REVISED –</b>
<b>DELETE:</b> Page 11 of 25 Pages	<b>INSERT:</b> Page 11 of 25 Pages – <b>REVISED –</b>
<b>DELETE:</b> Page 17 of 25 Pages	<b>INSERT:</b> Page 17 of 25 Pages – <b>REVISED –</b>

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP No. 16-017V, Proposer certifies acceptance of this Addendum.

Sincerely,

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

Page 1 of 9 Pages

➤ **QUESTION #1:**

On page 7 of 25, #4.4.14, language provided indicated Proposer should provide a complete summary....of "recent RFP with related insurance evaluation for an organization of at least 15,000 employees, which was developed by the Proposer's staff along with a narrative description of a recent consulting contract involving multiple-option health insurance and Section 125 services." With regard to the underlined portion, is the request to see a plan design of a multiple option health insurance, Sect.125 plan or a client contract for consulting services? Please clarify the request in this section.

**ANSWER TO QUESTION #1:**

*As stated in section 4.4.14, the Proposer must provide the following:*

- *A complete summary detailing their experience with Multi-Option Health Insurance and Section 125, Cafeteria programs.*
- *A detailed summary of the methodology Proposer would employ in carrying out an assignment to develop an RFP for current, Board-funded Life Insurance, Health, Dental, Vision, Disability Income and other employee benefit insurance programs. Care should be given to the steps that the Proposer employs in carrying out like assignments.*

➤ **QUESTION #2:**

On Page 7 of 25, #4.4.8, is a Series 6 license required under "a" and "b"? This is not regularly required for benefits-related consulting or broker service as it relates to securities.

**ANSWER TO QUESTION #2:**

*No. A Series 6 license is not required under "a and b".*

➤ **QUESTION #3:**

Please provide clarification regarding how SBBC currently enrolls for open enrollment and indicate the level of interest in exploring alternative methods; what interest or need do they have to enhance this process?

**ANSWER TO QUESTION #3:**

*Currently active SBBC employees and those on approved Leave enroll on-line via the District's SAP program. Retirees, COBRA enroll manually utilizing the SBBC's Benefits Enrollment Form. SBBC remains open to advancing its Open Enrollment processes where applicable.*

➤ **QUESTION #4:**

What are the expectations for on-site meetings, presentations and open enrollment meetings? Can you provide an estimate of the number and types of meetings for which consultant participation is expected during the year?

**ANSWER TO QUESTION #4:**

*On-site meetings, presentations and Open Enrollment Meetings are conducted by SBBC Benefits staff and contracted Benefits vendors. Benefits Consultants are expected to participate in all Insurance Committee Meetings, (approximately 12 per year.), in addition there may be meetings with Benefits staff, the Superintendent, District's attorney, Budget staff and the need to attend School Board meetings/Workshops throughout the year.*

➤ **QUESTION #5:**

How often do they anticipate requesting their plans be re-bid? (If there's a schedule of cycle, what is it?)

**ANSWER TO QUESTION #5:**

*Currently the initial contract periods are three (3) years, with an option for two (2) one-year renewals.*

➤ **QUESTION #6:**

Which benefits do they want to have marketed within the first plan year?

**ANSWER TO QUESTION #6:**

*This will depend on the Board's direction.*

➤ **QUESTION #7:**

What collective bargaining groups do you have and to what extent does the consultant get involved with the negotiation/educational process?

**ANSWER TO QUESTION #7:**

*Currently, SBBC has Collective Bargaining Groups representing, Teachers, Paraprofessionals, Clerical, Food Service, Maintenance, Transportation, Police Officers, Security/Campus Monitors, as well as non-bargaining units representing, Principals/Assistant Principals, Confidential Clerical and Administrators. The majority of the groups listed above are represented on the Superintendent's Insurance & Wellness Advisory Committee. The Consultant plays a key role on this Committee, as they are responsible for providing information and education as it pertains to the various benefits plans, new regulations and/or changes which may impact collective bargaining agreements.*

➤ **QUESTION #8:**

Re# 4.4.8; Is the expectation that the listed personnel be 100% dedicated to the account?

**ANSWER TO QUESTION #8:**

*No. Under Section 4.4.8, the Proposer must have on employed staff or hire as a consultant the personnel listed in said section in order to properly service SBBC.*

➤ **QUESTION #9:**

Re 2.3 & 4.7; Section 2.3 indicates that initial Contract Period is October 1, 2015 and continuing through June 30, 2018. However, section 4.7 states that Initial Contract Period is 3 years. Which is correct?

**ANSWER TO QUESTION #9:**

*See Revised Pages 2 and 11 attached to this Addendum.*

➤ **QUESTION #10:**

Who is the current agent of record/consultant?

**ANSWER TO QUESTION #10:**

*Gallagher Benefit Services, Inc.*

➤ **QUESTION #11:**

How long has the School Board been contracted with the current agent/consultant?

**ANSWER TO QUESTION #11:**

*Approximately, 1998.*

➤ **QUESTION #12:**

What is the current annual compensation or negotiated fee?

**ANSWER TO QUESTION #12:**

*Lead Consultant - \$240/hr*

*Senior Consultant - \$225/hr*

*Attorney - \$225/hr*

*Consultant - \$170/hr*

*Actuary - \$285/hr.*

➤ **QUESTION #13:**

Please provide a copy of the executed agreement between the incumbent agent/consultant for each renewal period?

**ANSWER TO QUESTION #13:**

*Complete Agreement and Amendment to the Agreement can be found at this link:*

<http://bcpsagenda.browardschools.com/agenda/1820H/50035/index.html>

➤ **QUESTION #14:**

Please share a copy of the last RFP issued?

**ANSWER TO QUESTION #14:**

<http://www.broward.k12.fl.us/supply/docs/contracts/13-001N - Gallagher Benefits' Proposal.pdf>

➤ **QUESTION #15:**

Please share a copy of the winning proposal.

**ANSWER TO QUESTION #15:**

*See answer to Question 14.*

➤ **QUESTION #16:**

Please provide a copy of the proposal that was rejected in January.

**ANSWER TO QUESTION #16:**

*In accordance with Florida Statute 119.071, General Exemptions from Inspection or Copying of Public Records, Section 3, states, "if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from s119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation."*

➤ **QUESTION #17:**

Please provide a copy of the employer and employee rates for the existing executed carrier contracts?

**ANSWER TO QUESTION #17:**

*See **Attachment #1** employer and employee rates.*

➤ **QUESTION #18:**

Did the consultant successfully meet requirements of the last RFP issued?

**ANSWER TO QUESTION #18:**

*Yes. Proposal was reviewed by the Purchasing Agent.*

➤ **QUESTION #19:**

Did the consultant exceed the established budget during the last contract period?

**ANSWER TO QUESTION #19:**

*No.*

➤ **QUESTION #20:**

If not, please provide a copy of the executed agreement of the request for additional funds?

**ANSWER TO QUESTION #20:**

*N/A*

➤ **QUESTION #21:**

Please provide copies of the monthly invoices submitted by the consultant for 2013 and 2014.

**ANSWER TO QUESTION #21:**

See **Attachment #2** for copies for 2013 and 2014 monthly invoices that is attached to this Addendum.

➤ **QUESTION #22:**

Does the current consultant or HR team survey employees annually to get feedback on how they feel about the benefits?

**ANSWER TO QUESTION #22:**

*SBBC desires to implement annual surveys.*

➤ **QUESTION #23:**

Does the current broker/consultant provide benchmarking services?

**ANSWER TO QUESTION #23:**

*Yes.*

➤ **QUESTION #24:**

Scope of Services – 4.7 Cost of Services: This implies SBBC would like a fixed fee for the scope of services outlined in 4.6, but does not reflect the level of services requested. Does SBBC want to continue to receive a detailed, accurate analysis that requires hundreds to thousands of pages of data or a simple summary of projects/RFPs, and are these projects part of the fixed fees since they are not included in Section 4.6? Please provide a detailed explanation of the services and deliverables that will be required to be included in the fixed cost fee, since a full analysis of hundreds to thousands of pages is a very different work product than that of a summary.

**ANSWER TO QUESTION #24:**

*It is SBBC's expectation that the Awardee provide detailed, accurate analysis for the requested projects, which would be a part of the fixed fees. Please refer to Section 4.6 for the Scope of Services.*

➤ **QUESTION #25:**

Additionally within a flat fee arrangement, what type of personnel would be required/expected to attend meetings, etc. (i.e. actuaries, legal, etc.)

**ANSWER TO QUESTION #25:**

*SBBC expects the Consultant to have present, the appropriate personnel needed to provide the required level of services/expertise.*

➤ **QUESTION #26:**

Scope of Services – 4.7 Cost of Services: Since we are a consulting firm and are not allowed to provide legal opinions, how can we include, within our total cost of services, those requested services in Sections 4.6.1.19 and 4.6.1.20 if external firms are utilized? Will SBBC consider external legal services on an hourly basis rather than part of the total cost?

**ANSWER TO QUESTION #26:**

*SBBC's intent is not to receive legal opinions from the Consultant. SBBC is inquiring through sections 4.6.1.19 and 4.6.1.20 as to whether the Proposer will have available to it the services of an attorney who will adequately inform the Proposer about any employee benefits issues, collective bargaining governing benefits, tax laws and other applicable state and federal laws, rules and regulations necessary for the Proposer to render services under the RFP.*

➤ **QUESTION #27:**

Section 4.6; 4.6.1.11, Scope of Services: This section references section 6.3 of the RFP on describing how conflict of interest will be avoided. Please clarify specifically what section of 6.3 we are supposed to review that correlates to this provision?

**ANSWER TO QUESTION #27:**

*Section 6.3 is incorrect. Please See Revised Pages 10 and 17 (Section 6.6) attached to this Addendum.*

➤ **QUESTION #28:**

INSURANCE REQUIREMENTS – 6.3: Please confirm if SBBC is willing to accept the Professional Liability limits not less than \$1,000,000 "for each wrongful act" rather than "per occurrence."

**ANSWER TO QUESTION #28:**

*Confirmed.*

➤ **QUESTION #29:**

CANCELLATION OF INSURANCE – 6.3.8: Please confirm if SBBC would allow the Awardee to advise that a cancelled or non-renewed policy would be replaced with no coverage gap and a current COI would be provided and not provide a cancellation notice, since coverage will be replaced with no gap.

**ANSWER TO QUESTION #29:**

*Confirmed.*

➤ **QUESTION #30:**

Sample Agreement – Section 3.09 Public Records: As part of our retention policy, we must retain a copy of all work products. Please confirm if SBBC is willing to allow Proposer/Awardee to retain any public documents or confidential/exempt documents that make up part of our work product as required for document retention purposes, as well as any such documents stored as a result of backup email systems that store emails for emergency backup purposes.

**ANSWER TO QUESTION #30:**

*SBBC is willing to allow the vendor to retain/store their work product, as long as retention/storage is in compliance with HIPAA and our HIPAA BAA.*

➤ **QUESTION #31:**

Section 9(d) of the Business Associate Agreement: As part of our retention policy, we must retain a copy of all work products. Please confirm if SBBC is willing to allow Proposer/Awardee to retain any PHI that makes up part of our work product as required for document retention purposes, as well as any such PHI stored as a result of backup email systems that store emails for emergency backup purposes.

**ANSWER TO QUESTION #31:**

*SBBC is willing to allow the vendor to retain/store their work product, as long as retention/storage is in compliance with HIPAA and our HIPAA BAA.*

➤ **QUESTION #32:**

Cover Letter – M/WBE Certification/Participation: This section references 4.4.4 of the RFP. Section 4.4.4 refers to Size of Organization (number of employees). How does this question relate to M/WBE Certification/Participation?

**ANSWER TO QUESTION #32:**

*Section referenced 4.4.4 is incorrect for M/WBE Certification/Participation. Reference should read Section 4.8 M/WBE Certification/Participation*

➤ **QUESTION #33:**

Section 2.3 Contract Term – Page 2 of 25: The request stated in this section requests 2 years, 9 months beginning October 1, 2015, as the initial Contract Period. Later in this section it states “All prices shall be firm for the initial term of the contract (3 years) and as stated in Section 2.4 of this RFP.” Since the contract begins October 1 as the initial term of the contract, please clarify if the prices are for 2 years and 9 months of 3 years.

**ANSWER TO QUESTION #33:**

*See answer to Question 9. The initial term of the contract will be 2 years and 9 months.*

➤ **QUESTION #34:**

Section 2.4 Price Adjustments – Page 3 of 25: Is the initial contract period for 2 years and 9 months, or 3 years?

**ANSWER TO QUESTION #34:**

*The initial contract period would be in place for 2 years and 9 months.*



➤ **QUESTION #35:**

Section 4.6; 4.6.14 – Page 9 of 25: How many pages was the analysis of our most recent Medical RFP?

**ANSWER TO QUESTION #35:**

*The most recent Medical RFP analysis performed by the current consultant was approximately 1,700 pages.*

➤ **QUESTION #36:**

Would SBBC consider an extended date for proposals due?

**ANSWER TO QUESTION #36:**

*Proposals are due on Tuesday, May 19, 2015 no later than 2:00 pm.*



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**ROBERT W. RUNCIE**  
*Superintendent of Schools*

April 23, 2015  
-REVISED-

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 16-017V – Consulting Services for Employee Benefits Program**

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

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

• **M/WBE CERTIFICATION/PARTICIPATION** (See Section 4.8 of the RFP)

SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC, Supplier Diversity & Outreach Program Office. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.

### REQUIRED RESPONSE FORM

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

### PROPOSAL SUBMITTAL FORMAT

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

### DUE DATE

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

### STATEMENT OF "NO RESPONSE"

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

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

Sincerely,

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

## 2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") is seeking the professional services of an Employee Benefits Insurance Consulting firm. SBBC desires to receive Proposals for the selection of an insurance consulting firm, specializing in employee benefit plans as described herein.

Services to be provided include assistance in the development of Request for Proposals (RFPs) under the Florida Statute Section 112.08, analysis and design of benefits plans, including Internal Revenue Code Section 125 plans coupled with assistance in plan document drafting. In addition, the insurance consulting firm will provide consulting services, as necessary, on matters relating to the employee benefits program for SBBC as more fully described in Section 4.6, Scope of Services. There is no guarantee of work as a result from award of this RFP.

SBBC periodically conducts an evaluation of the insurance marketplace for the appropriateness of its group term life insurance, disability, dental, vision, health insurance programs, voluntary supplemental plans and other benefits insurance programs. These programs further include a Section 125 Cafeteria Plan and related flexible spending account arrangements and tax shelter annuities (TSA). The insurance consultant firm selected will also assist in this endeavor for the term of the contract.

**Attachment H, Library of Benefits Booklet**, summarizes the various benefit components of the SBBC's Employee Benefits Program, which includes the components of the Cafeteria Plan/Flexible Spending Account Program. As of January 1, 2014, the current enrollment for the Group Term Life Insurance, Disability Income Insurance, Dental Insurance and the Vision-Care Plan was approximately 26,500 employees. The health plan enrollment includes approximately 27,000 active employees and 1,200 retirees. There are approximately 1,500 employees who Opt-Out of medical coverage. **All plans are currently fully-insured with the exception of the medical plan, which is self-insured.** Also, detailed in **Attachment H** is the enhanced employee-paid "buy-ups" where employees have the option, under the Cafeteria Plan/Flexible Spending Account programs to enhance or purchase additional coverages.

SBBC is inviting employee benefit/group insurance firms(s) to submit proposals to provide consulting services under Florida Statute Section 112.08, including Internal Revenue Code Section 125 to SBBC on matters relating to Employee Benefit Programs.

In addition, a representative from SBBC Supplier Diversity & Outreach Program may be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

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

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, April 30, 2015**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract **beginning October 1, 2015 and continuing through June 30, 2018 (Initial Contract Period)**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's approval, be extended for two (2) additional one-year periods (Renewal Contract Period). If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed the PPI for the previous year. Procurement & Warehousing Services will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the **initial term of the contract** and as stated in Section 2.4 of this RFP. The Proposer agrees to this condition by signing its Proposal.

## 2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 2.4 **Price Adjustments:** Prices offered shall remain firm through the Initial Contract Period. A request for price adjustment may be submitted thirty (30) days prior to the third anniversary date of the contract. If an increase is approved after the initial contract period, then the price agreed to for the first renewal contract period shall also be in effect if SBBC enters into a second renewal contract period. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the **Producer's Price Index (PPI) Management and Technical Consulting Services #5416** for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the PPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
- 2.6 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All responsive Proposals will be evaluated by the Superintendent's Insurance & Wellness Advisory Committee (hereinafter referred to as "Committee"). Evaluation and award will be made in accordance with Section 5.0. The number of firms to be recommended is solely at the discretion of the Committee.

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

**4.6 Scope of Services Provided (Continued):**

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.6.1.18 Will Proposer have a thorough knowledge of Internal Revenue Code Sections 79, 105, 106, 120, 125, 403 and 457?			
4.6.1.19 Will Proposer have legal consulting services available through an attorney or law firm knowledgeable about employee benefit issues, tax laws, and collective bargaining governing benefits to be in compliance with all laws, rules and regulations in accordance with all Florida laws, rules and regulations and Florida Chapter 447?			
4.6.1.20 Will Proposer have employed internal or external legal staff to handle legal and tax law issues?			
4.6.1.21 Will Proposer's staff have a thorough knowledge of Florida Law and knowledge of best practices, as it pertains to an organization, business entity, municipality or other public agency, employee benefits and Wellness Programs?			
4.6.1.22 Will Proposer provide auditing services for claims review and financial evaluations?			
4.6.1.23 Will Proposer have actuarial services for routine annual reserving, analysis of Government Accounting Standards Board (GASB) rules and estimating cash flow adjustments?			
4.6.1.24 Will Proposer agree to sign SBBC's Business Associates Agreement. (See <b>Attachment F</b> )			

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

4.7 **Cost of Services:** Proposer must provide a total cost for services provided, in the scope of services, as outlined above for the **initial contract period**, and a total cost for scope of services as outlined above for each year during the two-year renewal period. Proposer must provide a cost per hour for the consultants listed on **Attachment G** for work that is beyond the scope of services in order to be considered for award. Under such circumstances, Proposer shall provide a written detailed summary of services offered for an hourly rate of pay. All expenses for services incurred shall include any travel and incidental expenses. No additional costs will be allowed.

**Under unique and special circumstances and as approved by the Superintendent,** Proposer must offer a “not-to-exceed rate”, including all expenses for special projects , on an individual project basis and Proposer shall abide by all listed services provided under this RFP for each year of the contractual term.

## 6.0 SPECIAL CONDITIONS

### 6.3 INSURANCE REQUIREMENTS

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

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

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

### 6.5 W-9 FORM

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

**6.6 NO SALE OF INSURANCE:** The Consultant will not be engaged in any way in the sale or placement of insurance as an agent or broker with SBBC, unless requested in writing by SBBC. There will be no commissions paid for any insurance procured by SBBC.

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

**4.6 Scope of Services Provided (Continued):**

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.6.1.9 Will Proposer support SBBC staff to design and maintain a website dedicated to providing news and updates for the SBBC Benefits Program?			
4.6.1.10 Will Proposer assist with the implementation and communication of new programs or changes to existing programs.			
4.6.1.11 Will Proposer have a brokerage division? If so, Proposer should describe how conflicts of interest will be avoided? Please refer to <b>Section 6.6</b> of this RFP. (Page 17 of 25 Pages – <b>REVISED</b> - )			
4.6.1.12 Will Proposer actively facilitate any required negotiations of benefits, plan design, premium rates, benefits changes to existing insurance contracts and performance guarantees with vendors, subject to SIWAC's approval?			
4.6.1.13 Will Proposer advise SBBC, the Committee and District Staff of any federally mandated compliance testing requirements relevant to SBBC plans and provides guidance, when requested, in developing testing strategies?			
4.6.1.14 Will Proposer provide medical consulting services available through a Florida licensed physician knowledgeable about local and national managed care issues, who can respond in both verbal and written form to a variety of healthcare questions, usually requiring a rapid turn-around time limit?			
4.6.1.15 Is Proposer able to demonstrate a working familiarity with both Federal and Florida Law with respect to employee benefit plans and their applicability, in particular, to Florida governmental units?			
4.6.1.16 Is Proposer able to demonstrate ability to recommend plan changes or new plans based on existing, proposed, amended or anticipated legislation?			
4.6.1.17 Will Proposer introduce ideas and suggest ways to more effectively manage healthcare cost and improve employee productivity and morale, including exploring telemedicine program initiatives?			

**School Board of Broward County, Florida  
CONTRACTED INSURANCE RATES  
Effective: JANUARY 1, 2015**

<b>COVENTRY HEALTHPLANS</b>				
	District	1 DEPENDENT	2 or MORE DEP	EMPLOYEE EXCESS
Coventry Premier HMO	\$550.40	\$610.92	\$1,073.26	\$0.00
Coventry Premier Plus HMO	\$603.10	\$669.42	\$1,176.68	\$0.00
Coventry Consumer Driven	\$609.28	\$674.38	\$1,177.88	\$0.00
<b>COVENTRY KIDS PLAN</b>				
		1 CHILD	2 CHILDREN	3 + CHILDREN
Coventry Child Plan Basic (0 - 4)		\$443.48	\$886.96	\$1,330.44
Coventry Child Plan Basic (5 - 26)		\$192.82	\$385.64	\$578.46
Coventry Child Plan Enhanced (0 - 4)		\$753.92	\$1,507.84	\$2,261.76
Coventry Child Plan Enhanced (5 - 26)		\$327.78	\$655.56	\$983.34
<b>DENTAL*</b>				
	District	1 DEPENDENT	2 or MORE DEP	EMPLOYEE EXCESS
Humana/CompBenefits (Basic)	\$8.76	\$6.40	\$11.56	\$0.00
Humana/CompBenefits (Enhanced)	\$10.34	\$8.46	\$14.96	\$0.00
Humana/CompBenefits PPO (Basic)	\$30.60	\$24.78	\$52.26	\$19.80
Humana/CompBenefits PPO (Enhanced)	\$35.36	\$32.38	\$70.60	\$24.56
<b>MetLife</b>				
	District	1 DEPENDENT	2 or MORE DEP	EMPLOYEE EXCESS
Metlife PPO (Basic)	\$35.26	\$35.32	\$73.44	\$24.46
Metlife PPO (Enhanced)	\$43.44	\$43.50	\$107.80	\$32.64
<b>MetLife/Safeguard</b>				
	District	1 DEPENDENT	2 or MORE DEP	EMPLOYEE EXCESS
Metlife/Safeguard (Basic)	\$10.76	\$7.68	\$14.24	\$0.00
Metlife/Safeguard (Enhanced)	\$14.66	\$10.68	\$19.34	\$3.86
<b>VISION</b>				
	District	1 DEPENDENT	2 or MORE DEP	
Human/Compbenefits (Basic)	\$3.32	\$4.02	\$9.22	
Humana/Compbenefits (Enhanced)	\$4.56	\$5.50	\$12.68	
<b>Solstice</b>				
	District	1 DEPENDENT	2 or MORE DEP	
Solstice(Basic)	\$3.30	\$4.44	\$9.04	
Solstice(Enhanced)	\$4.26	\$5.76	\$11.78	

Life Core Plan	Life (All Classes): \$0.127 cents per \$1000.00 on insured payroll
	AD&D (All Classes): \$0.015 cents per \$1000.00 on insured payroll
Life Enhanced	Option 1 1.25 times salary \$0.14 Cents per \$1000.00 of insured payroll
	Option 2 2.50 times salary \$0.16 Cents per \$1000.00 of insured payroll
	Option 3 3 times salary \$0.16 Cents per \$1000.00 of insured payroll
	Option 4 4 times salary \$0.16 Cents per \$1000.00 of insured payroll
	Option 5 5 times salary \$0.16 Cents per \$1000.00 of insured payroll
	Enhanced Plan Options -AD&D (All Options): \$0.015 cents per \$1,000.00 of insured payroll
Disability Core	\$0.457 cents per \$100.00 on insured payroll
Disability Enhanced	\$0.231 cents per \$100.00 on insured payroll

**Flex Spending and Cafeteria Plan Administration \$3.45 PPPM**

Vendor agrees to reduce its fees by .10 cent for every 5% increase in enrollment. The reduced fees shall be capped once enrollment increase by 50% (2,550)

Minimum Participant Enrollment	Maximum Participant Enrolment	PPPM FEE
1700	1874	\$ 3.45
1785	1873	\$ 3.35
1874	1967	\$ 3.25
1968	2065	\$ 3.15
2069	2168	\$ 3.05
2166	2276	\$ 2.95
2277	2390	\$ 2.85
2391	2510	\$ 2.75
2511	2637	\$ 2.65

\*Note: Maximum the District Pays for Dental is \$10.80 a month for each covered employee per bargaining unit contracts.



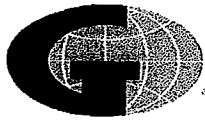
ATTACHMENT 2

①

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US




# Gallagher Benefit Services, Inc.

Invoice #31392  
Date: 04/04/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
01/01/13	January 2013	US\$18,687.50

Date Goods/Services Received: _____	
Received By: 	5/31/13
Approval	Date

Total US\$18,687.50

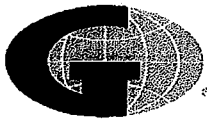
Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>State Filing</b>							
Glen Volk	State Filing	Respond to OIR question	2/1/2013	2/1/2013	1.50	\$285.00	\$427.50
Glen Volk	State Filing	Respond to OIR question	1/24/2013	1/24/2013	1.00	\$285.00	\$285.00
							\$712.50
<b>Data Warehouse</b>							
Pense	Data Warehouse	Data modeling and processing	1/14/2013	1/17/2013	9.00	\$170.00	\$1,530.00
Pense	Data Warehouse	Data modeling and processing	1/21/2013	1/25/2013	5.00	\$170.00	\$850.00
Pense	Data Warehouse	Process 3rd Quarter Data	1/2/2013	1/2/2013	1.00	\$170.00	\$170.00
Pense	Data Warehouse	Data modeling and processing	1/11/2013	1/11/2013	4.00	\$170.00	\$680.00
Perishley	Data Warehouse	Norms review	1/24/2013	1/24/2013	0.75	\$170.00	\$127.50
Bogert	Data Warehouse	Completion factors + Norms	1/23/2013	1/23/2013	1.00	\$170.00	\$170.00
							\$3,527.50
<b>Medical Benefit RFP</b>							
David Brooks	Medical RFP	Medical RFP	1/9/2013	1/10/2013	8.25	\$170.00	\$1,402.50
Rosenberg	Medical RFP	Edit Questionnaire	1/2/2013	1/2/2013	6.00	\$225.00	\$1,350.00
Glen Volk	Medical RFP	Attend SIAC meeting	1/2/2013	1/2/2013	4.00	\$285.00	\$1,140.00
Paul Hebert	Medical RFP	Attend SIAC meeting	1/7/2013	1/7/2013	4.00	\$225.00	\$900.00
Barbara Crowe	Medical RFP	Prepare Presentation for RFP plan designs	1/7/2013	1/7/2013	4.00	\$225.00	\$900.00
Barbara Crowe	Medical RFP	Medical RFP plan designs	1/20/2013	1/28/2013	16.00	\$225.00	\$3,600.00
Barbara Crowe	Medical RFP	Edit Questionnaire	1/21/2013	1/21/2013	1.45	\$225.00	\$326.25
Glen Volk	Medical RFP	Edit Questionnaire	1/2/2013	1/2/2013	1.00	\$285.00	\$285.00
							\$9,903.75
<b>Coventry Issues</b>							
Glen Volk	Claim review	Review weekly Coventry Data	1/11/2013	1/11/2013	1.00	\$285.00	\$285.00
Glen Volk	Claim review	Review weekly Coventry Data	1/18/2013	1/18/2013	2.00	\$285.00	\$570.00
							\$855.00
<b>Closed Door</b>							
Barbara Crowe	Closed Door	Prepare Presentation	1/10/2013	1/10/2013	4.00	\$225.00	\$900.00
Jeff Angello	Closed Door	Prepare for and attend Presentation	1/7/2013	1/7/2013	4.50	\$240.00	\$1,080.00
							\$1,980.00
<b>Benefit Budget</b>							
Wenching Li	Benefit Budget	Update Benefit Budget worksheet	1/4/2013	1/4/2013	2.00	\$285.00	\$570.00
Wenching Li	Benefit Budget	Update Benefit Budget worksheet	1/7/2013	1/8/2013	4.00	\$285.00	\$1,140.00
							\$1,710.00
<b>Grand Total</b>							<b>\$18,687.50</b>

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

ATTACHMENT 2

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



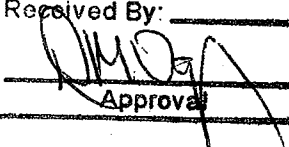
# Gallagher Benefit Services, Inc.

Invoice #32762  
Date: 04/29/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
02/01/13	February 2013	US\$31,740.00

Date Goods/Services Received: _____	
Received By: _____	
 Approval	6/6/13 Date

Total US\$31,740.00

February Detail

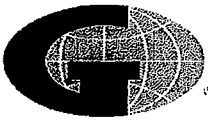
Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>State Filing</b>							
Glen Volk	State Filing	Respond to OIR question	2/1/2013	2/1/2013	1.00	\$285.00	\$285.00
<b>Data Warehouse</b>							
Pense	Data Warehouse	Data modeling and processing	2/1/2013	2/1/2013	2.75	\$170.00	\$467.50
Pense	Data Warehouse	Data modeling and processing	2/4/2013	2/4/2013	2.00	\$170.00	\$340.00
Bogert	Data Warehouse	Completion factors + Norms	2/1/2013	2/1/2013	0.50	\$170.00	\$85.00
<b>Medical Benefit RFP</b>							
Pereishteyn	Medical RFP	Edit Questionnaire	2/4/2013	2/6/2013	4.50	\$170.00	\$765.00
Glen Volk	Medical RFP	Attend SIAC meeting	2/11/2013	2/11/2013	2.00	\$285.00	\$570.00
Glen Volk	Medical RFP	Attend SIAC meeting	2/28/2013	2/28/2013	4.00	\$225.00	\$900.00
Jeff Angello	Medical RFP	Prepare Presentation for RFP plan designs	2/26/2013	2/28/2013	9.00	\$240.00	\$2,160.00
Barbara Crowe	Medical RFP	RFP Design	2/4/2013	2/4/2013	1.00	\$225.00	\$225.00
<b>Life RFP</b>							
Barbara Crowe	Life RFP	RFP Design	2/19/2013	2/19/2013	2.50	\$225.00	\$562.50
Barbara Crowe	Life RFP	Meeting with Bencor	2/21/2013	2/21/2013	4.00	\$225.00	\$900.00
Barbara Crowe	Life RFP	RFP Design	2/20/2013	2/20/2013	1.00	\$225.00	\$225.00
<b>Meetings</b>							
Jeff Angello	Carrier Meeting	Prepare for and attend Meetings	2/15/2013	2/25/2013	21.00	\$240.00	\$5,040.00
Barbara Crowe	Carrier Meeting	Prepare for and attend Meetings	2/4/2013	2/18/2013	14.00	\$225.00	\$3,150.00
Barbara Crowe	SIAC Meeting	Prepare for and attend Meetings	2/11/2013	2/11/2013	6.00	\$225.00	\$1,350.00
Glen Volk	Reporting	Prepare and Compile data for SIAC Meeting	2/23/2013	2/26/2013	10.50	\$285.00	\$2,992.50
Barbara Crowe	SIAC Meeting	Prepare for and attend Meetings	2/21/2013	2/28/2013	20.00	\$225.00	\$4,500.00
Jeff Angello	SIAC Meeting	Prepare for and attend Meetings	2/11/2013	2/11/2013	6.00	\$240.00	\$1,440.00
Paul Hebert	SIAC Meeting	Prepare for and attend Meetings	2/11/2013	2/11/2013	4.00	\$225.00	\$900.00
Paul Hebert	SIAC Meeting	Prepare for and attend Meetings	2/28/2013	2/28/2013	4.00	\$225.00	\$900.00
Jeff Angello	Closed Door	Prepare for and attend Meetings	2/4/2013	2/5/2013	8.25	\$240.00	\$1,980.00
<b>TSA</b>							
Barbara Crowe	Meeting	Prepare for and attend Meetings	2/8/2013	2/11/2013	7.00	\$225.00	\$1,575.00
<b>Plan Forecast</b>							
Glen Volk	Plan Forecast	Board Cost summary for Dildra	2/1/2013	2/1/2013	1.00	\$285.00	\$285.00
Glen Volk	Plan Forecast	Cost Splits for Dildra	2/22/2013	2/22/2013	0.50	\$285.00	\$142.50
<b>Grand Total</b>							<b>\$31,740.00</b>

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

ATTACHMENT 2

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



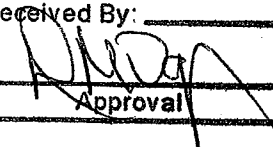
# Gallagher Benefit Services, Inc.

Invoice #32764  
Date: 04/29/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
03/01/13		US\$24,885.00

Date Goods/Services Received: _____	
Received By: _____	_____
 Approval	6/6/13 Date

Total

US\$24,885.00

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Actuarial Support</b>							
Glen Volk	Actuarial Support	Attend Board Workshop	3/11/2013	3/11/2013	3.00	\$285.00	\$855.00
Glen Volk	Actuarial Support	Experience Exhibits/Budget	3/19/2013	3/22/2013	2.00	\$285.00	\$570.00
<b>Data Warehouse</b>							
Pense	Data Warehouse	Process Q4 Data	3/22/2013	3/22/2013	1.00	\$170.00	\$170.00
Pense	Data Warehouse	Process Q4 Data	3/5/2013	3/8/2013	11.00	\$170.00	\$1,870.00
Pense	Data Warehouse	Process Q4 Data	3/11/2013	3/15/2013	10.00	\$170.00	\$1,700.00
Safeev	Data Warehouse	Process Q4 Data	3/14/2013	3/14/2013	1.00	\$170.00	\$170.00
Pense	Data Warehouse	Completion factors + Norms	3/12/2013	3/15/2013	10.00	\$170.00	\$1,700.00
Perelsteyn	Data Warehouse	Completion factors + Norms	3/22/2013	3/22/2013	0.50	\$170.00	\$85.00
<b>RFP</b>							
Perelsteyn	Medical RFP	Experience and Pricing Reports	3/1/2013	3/1/2013	6.00	\$170.00	\$1,020.00
David Brooks	Medical RFP	Medical RFP	3/12/2013	3/16/2013	17.25	\$170.00	\$2,932.50
Barbara Crowe	Medical RFP	RFP Design	3/13/2013	3/13/2013	2.00	\$225.00	\$450.00
Barbara Crowe	Life RFP	RFP Design	3/20/2013	3/23/2013	11.00	\$225.00	\$2,475.00
Barbara Crowe	Medical RFP	RFP Design	3/18/2013	3/19/2013	5.00	\$225.00	\$1,125.00
Barbara Crowe	Medical RFP	RFP Design	3/12/2013	3/15/2013	12.00	\$225.00	\$2,700.00
Paul Hebert	Medical RFP	Prepare and Review RFP	3/18/2013	3/21/2013	12.00	\$225.00	\$2,700.00
Jeff Angello	Medical RFP	Prepare and Review RFP	3/13/2013	3/13/2013	2.00	\$240.00	\$480.00
Jeff Angello	Medical RFP	Prepare and Review RFP	3/18/2013	3/19/2013	3.00	\$240.00	\$720.00
Jeff Angello	Medical RFP	Prepare and Review RFP	3/5/2013	3/5/2013	3.00	\$240.00	\$720.00
Jeff Angello	Life RFP	Prepare and Review RFP	3/19/2013	3/19/2013	1.00	\$240.00	\$240.00
<b>Medicare Part D</b>							
Glen Volk	Medicare	Review 2011 reconciliation	3/15/2013	3/15/2013	5.00	\$285.00	\$1,425.00
Wenching Li	Medicare	Prepare 2011 reconciliation	3/13/2013	3/13/2013	4.00	\$285.00	\$1,140.00
Barbara Crowe	Review	Review 2011 reconciliation	3/15/2013	3/15/2013	2.00	\$225.00	\$450.00
<b>Medical Forecast</b>							
Glen Volk	Medical Forecast	Prepared and sent updated forecast to Dildra	3/8/2013	3/8/2013	1.00	\$285.00	\$285.00
<b>Grand Total</b>							<b>\$24,885.00</b>

**Medical Forecast**

Glen Volk	Medical Forecast	Prepared and sent updated forecast to Dildra	3/8/2013	3/8/2013	1.00	\$285.00	\$285.00
<b>Grand Total</b>							<b>\$24,885.00</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



# Gallagher Benefit Services, Inc.

Invoice #36535  
Date: 07/19/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
06/01/13	June 2013	US\$178,883.75

Date Goods/Services Received:	_____
Received By:	_____
Approval	_____
	8/18/13
	Date

Total US\$178,883.75

detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Contracts</b>							
Barbara Crowe	Contracts	Dental Agreement, Review TSA Agreements	6/3/2013	6/5/2013	3.50	\$225.00	\$787.50
<b>Life RFP</b>							
Paul Hebert	Life/ADD	SIAC Meeting	6/19/2013	6/19/2013	6.00	\$225.00	\$1,350.00
Volk	LTD	Prep and Attend SIAC Meeting	6/19/2013	6/19/2013	11.00	\$285.00	\$3,135.00
Barbara Crowe	Life RFP	RFP, Analysis Handouts	6/4/2013	6/7/2013	6.00	\$225.00	\$1,350.00
Barbara Crowe	Life RFP	Score sheets, analysis of cost, hand-out, clarification meetings	6/10/2013	6/15/2013	12.00	\$225.00	\$2,700.00
Barbara Crowe	Life RFP	RFP Design	6/17/2013	6/19/2013	8.00	\$225.00	\$1,800.00
Mania Selvaggio	Life RFP	RFP Analysis	6/3/2013	6/7/2013	34.00	\$170.00	\$5,780.00
Michelle Nathin	Life RFP	RFP Analysis	6/3/2013	6/7/2013	21.00	\$170.00	\$3,570.00
Lydia Bautista	Life RFP	RFP Analysis	6/4/2013	6/7/2013	16.00	\$170.00	\$2,720.00
Paul Hebert	Life RFP	Prepare and Review RFP	6/4/2013	6/4/2013	6.00	\$225.00	\$1,350.00
Lydia Bautista	Life RFP	RFP Analysis	6/10/2013	6/11/2013	4.00	\$170.00	\$680.00
Michelle Nathin	Life RFP	RFP Analysis	6/10/2013	6/13/2013	27.00	\$170.00	\$4,590.00
Mania Selvaggio	Life RFP	RFP Analysis	6/10/2013	6/15/2013	52.50	\$170.00	\$8,925.00
Garrett Moore	Life RFP	Analysis of cost comparison	6/12/2013	6/13/2013	3.00	\$170.00	\$510.00
David Brooks	Life RFP	Analysis, RFP clarification calls	6/10/2013	6/11/2013	9.25	\$170.00	\$1,572.50
Michelle Nathin	Life RFP	Prepare vendor responses and spreadsheet analysis	6/18/2013	6/19/2013	6.00	\$170.00	\$1,020.00
Jeff Angello	Life RFP	Life RFP	6/4/2013	6/19/2013	16.00	\$240.00	\$3,840.00
Paul Hebert	Life RFP	Prepare and peer review handouts	6/11/2013	6/11/2013	6.00	\$225.00	\$1,350.00
<b>Medical RFP</b>							
Barbara Crowe	Medical RFP	RFP Review	6/3/2013	6/8/2013	33.00	\$225.00	\$7,425.00
Barbara Crowe	Medical RFP	RFP Review	6/9/2013	6/15/2013	40.00	\$225.00	\$9,000.00
Barbara Crowe	Medical RFP	Medical RFP clarification meetings with vendors and prep	6/16/2013	6/22/2013	39.50	\$225.00	\$8,887.50
Barbara Crowe	Medical RFP	Medical RFP, executive summary, vendor clarification meetings with vendors and prep	6/24/2013	6/28/2013	32.50	\$225.00	\$7,312.50
Paul Hebert	Medical RFP	Peer review RFP analysis	6/13/2013	6/13/2013	6.00	\$225.00	\$1,350.00
Jeff Angello	Medical RFP	Prepare and Review RFP	6/10/2013	6/11/2013	5.00	\$240.00	\$1,200.00
Jeff Angello	Medical RFP	Prepare and Review RFP	6/17/2013	6/18/2013	5.00	\$240.00	\$1,200.00
Jeff Angello	Medical RFP	Prepare and Review RFP	6/23/2013	6/29/2013	17.50	\$240.00	\$4,200.00
David Brooks	Medical RFP	Analysis	6/2/2013	6/8/2013	45.00	\$170.00	\$7,650.00
David Brooks	Medical RFP	Analysis, RFP clarification calls	6/9/2013	6/15/2013	49.50	\$170.00	\$8,415.00
David Brooks	Medical RFP	RFP Analysis	6/16/2013	6/22/2013	63.00	\$170.00	\$10,710.00
Lydia Bautista	Medical RFP	Analysis of RFP	6/10/2013	6/11/2013	9.00	\$170.00	\$1,530.00
Lydia Bautista	Medical RFP	Analysis	6/13/2013	6/14/2013	16.00	\$170.00	\$2,720.00
Lydia Bautista	Medical RFP	Analysis	6/17/2013	6/18/2013	14.00	\$170.00	\$2,380.00
Garrett Moore	Medical RFP	Marketing Disruption	6/17/2013	6/21/2013	13.50	\$170.00	\$2,295.00
Garrett Moore	Medical RFP	RFP prep	6/24/2013	6/24/2013	1.00	\$170.00	\$170.00
Garrett Moore	Medical RFP	Fixed cost analysis	6/17/2013	6/18/2013	8.00	\$170.00	\$1,360.00
Volk	Medical RFP	Prep and Attend SIAC Meeting	6/26/2013	6/26/2013	21.00	\$285.00	\$5,985.00
Jeff Reagan	Medical RFP	RFP response reviews	6/14/2013	6/14/2013	1.50	\$170.00	\$255.00
Jeff Reagan	Medical RFP	Analysis	6/14/2013	6/14/2013	18.00	\$170.00	\$3,060.00

RR  
Revised 8/20/13



Detail

Maria Selvaggio	Medical RFP	RFP Analysis	6/17/2013	6/19/2013	30.00	\$170.00	\$5,100.00
Michelle Nathan	Medical RFP	RFP Analysis-Meetings and Analysis	6/3/2013	6/7/2013	17.00	\$170.00	\$2,890.00
Michelle Nathan	Medical RFP	Prepare Vendor responses	6/11/2013	6/14/2013	15.00	\$170.00	\$2,550.00
Michelle Nathan	Medical RFP	Prepare Vendor responses	6/16/2013	6/22/2013	42.00	\$170.00	\$7,140.00
Michelle Nathan	Medical RFP	RFP Analysis, Prepare spreadsheets with Vendor Responses	6/24/2013	6/28/2013	27.50	\$170.00	\$4,675.00
Michael Thomas	Medical RFP	Review of pharmacy questionnaires and provided files, Mac list, drug list, specialty list	6/21/2013	6/23/2013	21.00	\$225.00	\$4,725.00
Lopresti	Medical RFP	Data research and review	6/4/2013	6/7/2013	16.00	\$170.00	\$2,720.00
Bogert	Medical RFP	Data research and review	6/4/2013	6/7/2013	25.75	\$170.00	\$4,377.50
Diorio	Medical RFP	Data research and review	6/4/2013	6/7/2013	1.50	\$170.00	\$255.00
Perelshiteyn	Medical RFP	Data research and review	6/4/2013	6/7/2013	27.00	\$170.00	\$4,590.00
Rosenberg	Medical RFP	Data research and review	6/4/2013	6/7/2013	4.00	\$225.00	\$900.00
Carmen Frost	Medical RFP	RFP Analysis	6/17/2013	6/19/2013	9.00	\$170.00	\$1,530.00
Carmen Frost	Medical RFP	RFP Analysis	6/17/2013	6/18/2013	10.00	\$170.00	\$1,700.00
							<b>\$130,257.50</b>

**P/T**

Barbara Crowe	Review	P/T Analysis	6/4/2013	6/4/2013	0.50	\$225.00	\$112.50
							<b>\$112.50</b>

**TSA**

Barbara Crowe	TSA	4th Amendment Language	6/3/2013	6/3/2013	0.75	\$225.00	\$168.75
Barbara Crowe	TSA	Ava Discussion	6/5/2013	6/5/2013	1.00	\$225.00	\$225.00
Barbara Crowe	TSA	Review 270 day language for renewal	6/3/2013	6/3/2013	0.50	\$225.00	\$112.50
							<b>\$506.25</b>

**Data Warehouse**

Pense	Data Warehouse	Data research and review	6/4/2013	6/7/2013	1.50	\$170.00	\$255.00
Sajeev	Data Warehouse	Data research and review	6/4/2013	6/7/2013	4.25	\$170.00	\$722.50
							<b>\$977.50</b>

**Grand Total**

**\$178,883.75**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



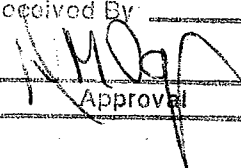
# Gallagher Benefit Services, Inc.

Invoice #36534  
Date: 07/19/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
04/01/13	April 2013 Consulting	US\$29,440.00

Date Goods/Services Received: _____	
Received By: _____	_____
	8/16/13
Approval	Date

**Total** US\$29,440.00

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>403(b)</b>							
Paul Hebert	403(b)	Prep for renewal Meeting with Vendors	4/9/2013	4/9/2013	5.00	\$225.00	\$1,125.00
Michelle Nathan	403(b) RFP	Collect/respond to incumbent vendor responses	4/17/2013	4/26/2013	9.50	\$170.00	\$1,615.00
Michelle Nathan	403(b)	Prepare for meeting and respond to questions	4/12/2013	4/12/2013	1.00	\$170.00	\$170.00
<b>Data Warehouse</b>							<b>\$2,910.00</b>
Pense	Data Warehouse	Completion factors, Benchmarking	4/1/2013	4/5/2013	2.50	\$170.00	\$425.00
Pense	Data Warehouse	Project Management	4/5/2013	4/5/2013	1.00	\$170.00	\$170.00
Pense	Data Warehouse	Data request and follow up	4/11/2013	4/15/2013	2.00	\$170.00	\$340.00
Sajev	Data Warehouse	Process Data	4/1/2013	4/5/2013	2.00	\$170.00	\$340.00
Pense	Data Warehouse	Completion factors + Norms	4/22/2013	4/25/2013	4.75	\$170.00	\$807.50
Peake	Data Warehouse	Security addendum	4/17/2013	4/18/2013	4.50	\$170.00	\$765.00
Perelshyeyn	Data Warehouse	Completion factors + Norms	4/1/2013	4/1/2013	0.50	\$170.00	\$85.00
<b>Medical RFP</b>							<b>\$2,932.50</b>
Michelle Nathan	Medical RFP	Review and Revise attachments	4/1/2013	4/1/2013	2.50	\$170.00	\$425.00
Perelshyeyn	Medical RFP	Prepare repricing files	4/8/2013	4/10/2013	4.00	\$170.00	\$680.00
Perelshyeyn	Medical RFP	Update re-pricing files	4/22/2013	4/22/2013	1.50	\$170.00	\$255.00
Glen Volk	Medical RFP	Prepare experience exhibits	4/1/2013	4/1/2013	1.00	\$285.00	\$285.00
Glen Volk	Medical RFP	responses to vendor questions	4/19/2013	4/19/2013	1.00	\$285.00	\$285.00
Glen Volk	Medical RFP	responses to vendor questions	4/23/2013	4/23/2013	1.00	\$285.00	\$285.00
Peake	Medical RFP	Data security	4/10/2013	4/11/2013	4.00	\$170.00	\$680.00
Barbara Crowe	Medical RFP	RFP Design, review	4/1/2013	4/5/2013	8.00	\$225.00	\$1,800.00
Barbara Crowe	Medical RFP	RFP Design	4/8/2013	4/12/2013	10.00	\$225.00	\$2,250.00
Barbara Crowe	Medical RFP	Prepare and Review RFP	4/22/2013	4/26/2013	11.00	\$225.00	\$2,475.00
Jeff Angello	Medical RFP	Prepare and Review RFP	4/1/2013	4/1/2013	1.00	\$240.00	\$240.00
Jeff Angello	Medical RFP	Prepare and Review RFP	4/9/2013	4/9/2013	1.50	\$240.00	\$360.00
Jeff Angello	Medical RFP	Prepare and Review RFP	4/17/2013	4/17/2013	1.00	\$240.00	\$240.00
<b>Life RFP</b>							<b>\$10,260.00</b>
Michelle Nathan	Life RFP	Prepare for 4.3.13 meeting with SBBC	4/3/2013	4/3/2013	0.50	\$170.00	\$85.00
Barbara Crowe	Life RFP	Prep for and attend meeting	4/1/2013	4/3/2013	12.00	\$225.00	\$2,700.00
Jeff Angello	Life RFP	Prepare and Review RFP	4/29/2013	4/29/2013	2.00	\$240.00	\$480.00
<b>TSA Renewal</b>							<b>\$3,265.00</b>
David Brooks	TSA Renewal	Prepare for vendor meetings	4/5/2013	4/5/2013	6.00	\$170.00	\$1,020.00
David Brooks	TSA Renewal	Prepare for vendor meetings	4/8/2013	4/10/2013	11.00	\$170.00	\$1,870.00
<b>Medical/Renewals</b>							<b>\$2,890.00</b>
Glen Volk	Medical	Budget Meeting, prep and follow up with Oleg	4/17/2013	4/17/2013	0.5	\$285.00	\$142.50
Glen Volk	Medical	Reporting- Loss Ratios by vendor	4/29/2013	4/29/2013	2	\$285.00	\$570.00
Glen Volk	Medical	Budget Meeting, prep and follow up with Oleg	4/1/2013	4/1/2013	1	\$285.00	\$285.00
Michelle Nathan	Renewal	Prepare for renewal meetings	4/22/2013	4/25/2013	11	\$170.00	\$1,870.00
Michelle Nathan	Renewal	2013 agreements and Experience reports	4/23/2013	4/26/2013	2.00	\$170.00	\$340.00
							<b>\$3,207.50</b>

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**Budget**

Glen Volk	Budget	Meeting with Ben and Oleg	4/24/2013	4/24/2013	1.50	\$285.00	\$427.50
Glen Volk	Budget	Develop Schedule for Ben	4/25/2013	4/26/2013	5.00	\$285.00	\$1,425.00
							<b>\$1,852.50</b>

**Miscellaneous**

Paul Hebert	HIPAA	Meetings and research with Didra & Coventry	4/9/2013	4/9/2013	2.00	\$225.00	\$450.00	
Glen Volk	Reporting	Review St. Johns County S.D. results	4/11/2013	4/12/2013	2.00	\$285.00	\$570.00	
Glen Volk	Reporting	Data Reporting	4/8/2013	4/8/2013	0.50	\$285.00	\$142.50	
Jeff Angello	BTU	BTU	4/3/2013	4/3/2013	4.00	\$240.00	\$960.00	
<b>Grand Total</b>							<b>\$2,122.50</b>	<b>\$29,440.00</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



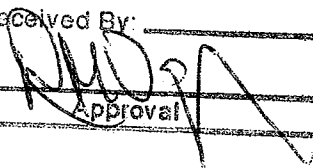
# Gallagher Benefit Services, Inc.

Invoice #35608  
Date: 06/28/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT:

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
05/01/13	May 2013 Health & Welfare Consulting	US\$31,080.00

Date Goods/Services Received: _____	
Received By: _____	_____
Approval: 	Date: 6/19/13

Total US\$31,080.00

/ Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>403(b)</b>							
Michelle Nathan	403(b)	Collect data and respond to vendors	5/1/2013	5/3/2013	3.00	\$170.00	\$510.00
Paul Hebert	403(b)	Prep for & attend SIAC Meeting, Meeting w/Vignola	5/7/2013	5/9/2013	5.00	\$225.00	\$1,125.00
<b>Data Warehouse</b>							
Pense	Data Warehouse	Process eligible claims	5/3/2013	5/3/2013	5.75	\$170.00	\$977.50
Pense	Data Warehouse	Process Rx, Medical	5/6/2013	5/9/2013	10.25	\$170.00	\$1,742.50
Perishieyn	Data Warehouse	Completion factors + Norms	5/6/2013	5/7/2013	1.50	\$170.00	\$255.00
Pense	Data Warehouse	Update data-ERG's	5/24/2013	5/24/2013	0.75	\$170.00	\$127.50
<b>Renewals</b>							
Michelle Nathan	Renewal	Prep for renewal Meetings	5/1/2013	5/3/2013	7.00	\$170.00	\$1,190.00
Jeff Angello	Renewal	Renewal Meeting	5/9/2013	5/9/2013	7.00	\$240.00	\$1,680.00
Glen Volk	Dental renewal	Meeting with MetLife	5/3/2013	5/3/2013	0.50	\$285.00	\$142.50
Glen Volk	Dental renewal	Follow up with MetLife	5/8/2013	5/8/2013	2.00	\$285.00	\$570.00
Glen Volk	Dental renewal	Exhibits for SIAC	5/6/2013	5/7/2013	2.00	\$285.00	\$570.00
Glen Volk	Dental renewal	Renewal Illustration MetLife	5/16/2013	5/16/2013	2.00	\$285.00	\$570.00
Jeff Angello	Renewal	Prep	5/29/2013	5/29/2013	0.50	\$240.00	\$120.00
Barbara Crowe	Renewal	Renewal Presentation	5/6/2013	5/8/2013	14.00	\$225.00	\$3,150.00
Barbara Crowe	Renewal	Renewal - MetLife	5/3/2013	5/3/2013	0.50	\$225.00	\$112.50
<b>Life RFP</b>							
Barbara Crowe	Life RFP	Life RFP, prep and review	5/1/2013	5/1/2013	1.00	\$225.00	\$225.00
Barbara Crowe	Life RFP	Life RFP, prep and review	5/8/2013	5/8/2013	1.00	\$225.00	\$225.00
Barbara Crowe	Life RFP	Life RFP, prep and review	5/15/2013	5/15/2013	4.00	\$225.00	\$900.00
Barbara Crowe	Life RFP	Life RFP/Prep	5/22/2013	5/22/2013	4.00	\$225.00	\$900.00
Barbara Crowe	Life RFP	Life RFP	5/29/2013	5/29/2013	7.00	\$225.00	\$1,575.00
Maria Selvaggio	Life RFP	Renewal	5/24/2013	5/24/2013	5.00	\$170.00	\$850.00
Jeff Angello	Life RFP	Prep	5/15/2013	5/15/2013	1.00	\$240.00	\$240.00
Jeff Angello	Life RFP	Prep	5/22/2013	5/23/2013	2.50	\$240.00	\$600.00
Jeff Angello	Life RFP	Prep and Meeting	5/7/2013	5/7/2013	3.00	\$240.00	\$720.00
Lydia Bautista	Life RFP	RFP Analysis	5/29/2013	5/29/2013	3.00	\$170.00	\$510.00
Michelle Nathan	Life RFP	RFP Analysis	5/28/2013	5/31/2013	21.00	\$170.00	\$3,570.00
Michelle Nathan	Life RFP	Meeting to discuss Life RFP Vendor responses	5/22/2013	5/22/2013	1.00	\$170.00	\$170.00
Michelle Nathan	Life RFP	RFP Analysis	5/22/2013	5/24/2013	15.00	\$170.00	\$2,550.00
Maria Selvaggio	Life RFP	Life RFP	5/27/2013	5/31/2013	13.00	\$170.00	\$2,210.00
<b>Medical</b>							
Glen Volk	Medical	Budget-FY Schedule for Ben+Oleg	5/2/2013	5/3/2013	3.00	\$285.00	\$855.00
Glen Volk	Medical	Budget-FY Schedule for Ben+Oleg	5/7/2013	5/10/2013	1.50	\$285.00	\$427.50
Glen Volk	Medical	Budget-FY Schedule for Ben+Oleg	5/9/2013	5/9/2013	4.00	\$285.00	\$1,140.00
Glen Volk	Medical	Budget-FY Schedule for Ben+Oleg	5/20/2013	5/24/2013	2.00	\$285.00	\$570.00
<b>Grand Total</b>							<b>\$31,080.00</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



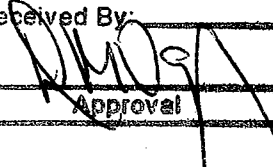
# Gallagher Benefit Services, Inc.

Invoice #37136  
Date: 07/31/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
07/01/13	July 2013 Consulting Services	US\$79,318.75

Date Goods/Services Received: _____	
Received By: 	10/22/13
Approval	Date

Total US\$79,318.75

etail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>125 Plan</b>							
Paul Hebert	125 Plan	Questions for Glenn Parks	7/9/2013	7/9/2013	0.25	\$225.00	\$56.25
<b>2014 Renewal</b>							
Volk	2014 Renewal	Meeting reference BTU	7/5/2013	7/5/2013	1.50	\$285.00	\$427.50
Volk	2014 Renewal	Meeting with Coventry re-options	7/12/2013	7/12/2013	2.00	\$285.00	\$570.00
Volk	2014 Renewal	Meeting with BTU	7/8/2013	7/8/2013	1.00	\$285.00	\$285.00
Volk	2014 Renewal	Plan Modeling	7/15/2013	7/17/2013	9.50	\$285.00	\$2,707.50
Volk	2014 Renewal	Plan Modeling	7/22/2013	7/26/2013	12.00	\$285.00	\$3,420.00
Volk	2014 Renewal	Prep for SIAC meeting	7/29/2013	7/29/2013	2.00	\$285.00	\$570.00
Perelshiteyn	2014 Renewal	Reports for Pharmacy Modeling	7/8/2013	7/8/2013	2.00	\$170.00	\$340.00
Bogert	2014 Renewal	RFP Analysis	7/16/2013	7/16/2013	1.50	\$170.00	\$255.00
Perelshiteyn	2014 Renewal	Reports for plan Modeling	7/22/2013	7/22/2013	7.50	\$170.00	\$1,275.00
<b>Data Warehouse</b>							
Pense	Data Warehouse	2nd Quarter Data	7/18/2013	7/19/2013	2.00	\$170.00	\$340.00
<b>HIPAA</b>							
Paul Hebert	HIPAA	Reviewed BAA for Todd	7/9/2013	7/9/2013	2.00	\$225.00	\$450.00
Paul Hebert	HIPAA	Revised Privacy Notice	7/15/2013	7/15/2013	2.00	\$225.00	\$450.00
<b>Life</b>							
Paul Hebert	Life	Contract with Mutual of Omaha	7/25/2013	7/25/2013	1.00	\$225.00	\$225.00
Barbara Crowe	Life	Contract with Mutual of Omaha	7/24/2013	7/25/2013	1.00	\$225.00	\$225.00
<b>Medical RFP</b>							
Michael Thomas	Medical RFP	Pharmacy Files, Review drug lists, mac lists, Specialty lists, repricing analysis	7/1/2013	7/3/2013	7.00	\$225.00	\$1,575.00
Barbara Crowe	Medical RFP	Clarification calls, handouts, follow up items for meeting	7/1/2013	7/4/2013	27.50	\$225.00	\$6,187.50
Michelle Nathan	Medical RFP	Meeting Prep	7/2/2013	7/5/2013	3.50	\$170.00	\$595.00
Michelle Nathan	Medical RFP	Prepare GBS handouts of RFP analysis (Analysis, Production, Revisions)	7/1/2013	7/5/2013	35.00	\$170.00	\$5,950.00
Michelle Nathan	Medical RFP	Prep for and attend board meetings	7/8/2013	7/8/2013	3.50	\$170.00	\$595.00
Michelle Nathan	Medical RFP	Follow up items prep meeting to discuss plan options	7/1/2013	7/12/2013	2.00	\$170.00	\$340.00
Paul Hebert	Medical RFP	SIAC meeting RFP	7/8/2013	7/8/2013	9.00	\$225.00	\$2,025.00
Paul Hebert	Medical RFP	Prep for 7/17 meeting with SIAC on plan design	7/1/2013	7/12/2013	2.00	\$225.00	\$450.00
Michelle Nathan	Medical RFP	SBBC Committee Meeting	7/1/2013	7/17/2013	2.00	\$170.00	\$340.00
Michelle Nathan	Medical RFP	RFP analysis presentation and prep	7/15/2013	7/17/2013	18.50	\$170.00	\$3,145.00
Michelle Nathan	Medical RFP	Follow up items prep meeting to discuss wellness, DM	7/18/2013	7/19/2013	4.00	\$170.00	\$680.00
Jeff Angello	Medical RFP	Analysis	7/1/2013	7/3/2013	6.50	\$240.00	\$1,560.00
Jeff Angello	Medical RFP	Analysis	7/7/2013	7/12/2013	18.00	\$240.00	\$4,320.00
David Brooks	Medical RFP	Presentation Materials for followup Discussion	7/29/2013	7/29/2013	3.00	\$170.00	\$510.00
Matthew Tucker	Medical RFP	Presentation Materials for followup Discussion	7/29/2013	7/29/2013	3.00	\$170.00	\$510.00
Mark Bogert	Medical RFP	Pharmacy repricing and forecast	7/1/2013	7/3/2013	10.00	\$170.00	\$1,700.00
Mike Miele	Medical RFP	Prep for and attend SIAC Meeting	7/1/2013	7/2/2013	10.00	\$285.00	\$2,850.00



tail

Perelshitem	Medical RFP	Pharmacy reprinting and forecast	7/1/2013	7/3/2013	8.50	\$170.00	\$1,445.00
Mark Rosenberg	Medical RFP	Peer Review	7/1/2013	7/2/2013	4.00	\$225.00	\$900.00
Volk	Medical RFP	Vendor call models	7/1/2013	7/5/2013	23.00	\$285.00	\$6,555.00
Lopresti	Medical RFP	Data review	7/3/2013	7/3/2013	1.00	\$170.00	\$170.00
Jeff Angello	Medical RFP	RFP analysis presentation and prep	7/8/2013	7/10/2013	7.00	\$240.00	\$1,680.00
Jeff Angello	Medical RFP	RFP analysis presentation and prep	7/16/2013	7/19/2013	5.00	\$240.00	\$1,200.00
Barbara Crowe	Medical RFP	SIAC Meeting, Prep, Presentation, Follow up, Clarification with vendors, Meeting with Coventry, DM, Wellness follow up discussion	7/8/2013	7/31/2013	53.00	\$225.00	\$11,925.00
							<b>\$57,207.50</b>

**SIAC Meetings**

Jeff Angello	SIAC Meetings	SIAC Meeting Prep	7/15/2013	7/16/2013	5.00	\$240.00	\$1,200.00
Volk	2014 Renewal	SIAC Meeting	7/17/2013	7/17/2013	6.00	\$285.00	\$1,710.00
Volk	2014 Renewal	SIAC Meeting	7/30/2013	7/30/2013	6.00	\$285.00	\$1,710.00
Glen Volk	SIAC Meetings	SIAC Meeting re RFP	7/8/2013	7/8/2013	9.00	\$285.00	\$2,565.00
Michelle Nathan	SIAC Meetings	SIAC meeting and Prep	7/30/2013	7/30/2013	1.00	\$170.00	\$170.00
Michelle Nathan	SIAC Meetings	SIAC Meeting Prep	7/29/2013	7/29/2013	2.00	\$170.00	\$340.00
Michelle Nathan	SIAC Meetings	SIAC Meeting Prep	7/22/2013	7/24/2013	4.00	\$170.00	\$680.00
Michelle Nathan	SIAC Meetings	SIAC Meeting Prep	7/23/2013	7/25/2013	2.00	\$170.00	\$340.00
Jeff Angello	SIAC Meetings	SIAC Meeting	7/17/2013	7/17/2013	7.50	\$240.00	\$1,800.00
							<b>\$10,515.00</b>

**Grand Total**

**\$79,318.75**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US




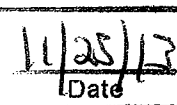
# Gallagher Benefit Services, Inc.

Invoice #40117  
Date: 09/30/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
08/01/13	August 2013	US\$47,495.00

Date Good:	Received:
Re: 	
	Date

Total US\$47,495.00

August Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>2014 Renewal</b>							
Glen Volk	2014 Renewal	Final Rates and Exhibits	8/30/2013	8/30/2013	1.00	\$285.00	\$285.00
<b>Data Warehouse</b>							
Pense	Data Warehouse	Process Data	8/22/2013	8/26/2013	13.25	\$170.00	\$2,252.50
<b>Exchange Notice</b>							
Paul Hebert	Exchange Notice	template; revised draft	8/26/1930	8/30/2013	3.00	\$225.00	\$675.00
<b>HIPAA</b>							
Paul Hebert	HIPAA	BAA	8/30/2013	8/30/2013	2.00	\$225.00	\$450.00
Paul Hebert	HIPAA	Reviewed HIPAA Privacy notice; changes; conference call	8/22/2013	8/22/2013	2.00	\$225.00	\$450.00
<b>Life RFP</b>							
Michelle Nathan	Contract	Discuss language in Life contract with SBBC Counsel	8/14/2013	8/14/2013	0.50	\$170.00	\$85.00
Michelle Nathan	Contract	Review Mutual of Omaha Life Contract effective 1/1/14	8/6/2013	8/14/2013	7.50	\$170.00	\$1,275.00
Barbara Crowe	Life	Life Contract, Revisions	8/5/2013	8/30/2013	6.50	\$225.00	\$1,462.50
<b>Medical</b>							
Paul Hebert	Medical	Reviewed letter Re: Adoption placement; emailed	8/6/2013	8/6/2013	0.50	\$225.00	\$112.50
Paul Hebert	Medical	Call with Ronley re: name change	8/27/2013	8/27/2013	2.00	\$225.00	\$450.00
Barbara Crowe	Medical	Biometrics, Contract, Summary, Revisions, Wellness	8/5/2013	8/30/2013	63.00	\$225.00	\$14,175.00
Michelle Nathan	Contract	Prep and Review ASO Contract	8/14/2013	8/14/2013	5.50	\$170.00	\$935.00
Michelle Nathan	Contract	review Aetna med contract and vendor discussions	8/14/2013	8/14/2013	10.00	\$170.00	\$1,700.00
Volk	Medical	Call w/BL, IBNR, Forecast	8/19/2013	8/23/2013	7.00	\$285.00	\$1,995.00
Volk	Medical	Update forecast	8/5/2013	8/5/2013	1.50	\$285.00	\$427.50
Volk	Medical	update Forecast	8/2/2013	8/2/2013	3.00	\$285.00	\$855.00
Wenching LJ	Medical	6/30/13 IBNR	8/21/2013	8/21/2013	4.00	\$285.00	\$1,140.00
Michael Thomas	Medical	Review of document, revisions, and additions to contract	8/19/2013	8/23/2013	9.00	\$225.00	\$2,025.00
Michelle Nathan	Medical	Review and discuss cost savings	8/16/2013	8/16/2013	1.00	\$170.00	\$170.00
<b>Meetings</b>							
Barbara Crowe	Medical	Closed Door Prep	8/19/2013	8/19/2013	7.50	\$225.00	\$1,687.50
<b>Plan Modeling</b>							
Mark Bogert	Plan Modeling	HPN Analysis	8/1/2013	8/2/2013	3.00	\$170.00	\$510.00
Mark Rosenberg	Plan Modeling	Project Management	8/1/2013	8/1/2013	2.00	\$170.00	\$340.00
Glen Volk	Plan Modeling	HPN+other slides	8/5/2013	8/6/2013	3.00	\$285.00	\$855.00
Eli Perelshteyn	Plan Modeling	HPN analysis	8/1/2013	8/2/2013	6.00	\$170.00	\$1,020.00
Glen Volk	Plan Modeling	HPN analysis/Slides	8/1/2013	8/2/2013	5.50	\$285.00	\$1,567.50
							<b>\$4,292.50</b>

August Detail

SIAC Meeting	SIAC Meeting	SIAC meeting & prep	8/1/2013	8/7/2013	9.00	\$285.00	\$2,565.00
Glen Volk	SIAC Meeting	Prep and Attend SIAC	8/1/2013	8/2/2013	6.00	\$225.00	\$1,350.00
Barbara Crowe	SIAC Meeting	SIAC meeting prep	8/6/2013	8/6/2013	3.00	\$170.00	\$510.00
David Brooks	SIAC Meeting	SIAC meeting prep	8/6/2013	8/6/2013	3.00	\$170.00	\$510.00
Matthew Tucker	SIAC Meeting	Prep and Review fiscal vs calendar year costs	8/19/2013	8/19/2013	4.00	\$170.00	\$680.00
Michelle Nathan	SIAC Meeting	SIAC meeting & prep	8/1/2013	8/9/2013	12.50	\$240.00	\$3,000.00
Jeff Angello	SIAC Meeting	Call Ben and Closed door prep	8/15/2013	8/20/2013	4.00	\$240.00	\$960.00
							<b>\$9,575.00</b>

Wellness Initiative	Wellness Initiative	Wellness/HRA site visits and communications for 2014	8/15/2013	8/15/2013	6.00	\$170.00	\$1,020.00
Michelle Nathan	Wellness Initiative	Wellness/HRA site visits and communications for 2014	8/15/2013	8/15/2013	6.00	\$170.00	\$1,020.00

Grand Total

**\$47,495.00**

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

ATTACHMENT

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



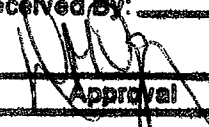
# Gallagher Benefit Services, Inc.

Invoice #41532  
Date: 10/29/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2012-5/31/2013 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
09/01/13	September 2013	US\$11,068.75

Date Goods/Services Received: _____	
Received By: _____	
 Approval	11/29/13 Date

Total US\$11,068.75

Number Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>2014 Renewal</b>							
Glen Volk	2014 Renewal	Update Forecast	9/16/2013	9/16/2013	1.00	\$285.00	\$285.00
Glen Volk	2014 Renewal	Review Out-of-pocket wording	9/20/2013	9/20/2013	1.00	\$285.00	\$285.00
Glen Volk	2014 Renewal	Review Labor Agr wording	9/25/2013	9/25/2013	1.00	\$285.00	\$285.00
<b>AD&amp;D</b>							
Michelle Nathan	AD&D	discuss voluntary ad&d enhanced plan for 2014 with client & vendor	9/10/2013	9/10/2013	0.50	\$170.00	\$85.00
<b>Biometrics</b>							
Barbara Crowe	Biometrics	Biometrics	9/3/2013	9/14/2013	2.00	\$225.00	\$450.00
Michelle Nathan	Biometrics	Discuss sending biometric enrollment for retirees and employees	9/5/2013	9/5/2013	0.50	\$170.00	\$85.00
<b>CBA</b>							
Barbara Crowe	CBA	Article 22	9/25/2013	9/27/2013	4.00	\$225.00	\$900.00
Paul Hebert	CBA	Modifying Article 22 of CBA	9/25/2013	9/25/2013	2.00	\$225.00	\$450.00
<b>Data Warehouse</b>							
Pense	Data Warehouse	Process Data	9/3/2013	9/3/2013	4.75	\$170.00	\$807.50
Eli Perelshteyn	Data Warehouse	Comp Factors	9/3/2013	9/3/2013	0.25	\$170.00	\$42.50
Glen Volk	Data Warehouse	Review Control Totals	9/3/2013	9/3/2013	1.00	\$285.00	\$285.00
<b>Exchange Notice</b>							
Michelle Nathan	Exchange Notice	Review of HCR form for SBCC	9/3/2013	9/3/2013	0.50	\$170.00	\$85.00
<b>Medicare Part D</b>							
Glen Volk	Medicare Part D	Retiree List	9/23/2013	9/23/2013	1.50	\$285.00	\$427.50
Mark Bogert	Medicare Part D	Data Request	9/11/2013	9/11/2013	1.00	\$170.00	\$170.00
Paul Hebert	Medicare Part D	2014 Application	9/11/2013	9/13/2013	0.75	\$225.00	\$168.75
<b>Medical</b>							
Paul Hebert	Medical	Meeting with Didra re:Medicare Part D, HCR, SPD's	9/19/2013	9/19/2013	3.00	\$225.00	\$675.00
Barbara Crowe	Medical	SPD review, cont call, 2014 Benefit discussion, HCR	9/16/2013	9/30/2013	14.50	\$225.00	\$3,262.50
Mike Miele	Medical	Pharmacy contract review	9/3/2013	9/3/2013	1.50	\$170.00	\$255.00
<b>Plan Design</b>							
Michelle Nathan	Plan Design	HPN Analysis	9/20/2013	9/20/2013	0.50	\$170.00	\$85.00
<b>PPACA</b>							
Paul Hebert	Medical	Presentation for Superintendent	9/24/2013	9/26/2013	4.00	\$225.00	\$900.00
<b>SIAC Meetings</b>							
Jeff Angello	SIAC Meeting	Prep Presentation	9/26/2013	9/26/2013	1.00	\$240.00	\$240.00

8/26/13

Member Detail

Jeff Angello	SIAC Meeting	Prep		9/4/2013	9/4/2013	1.00	\$240.00	\$240.00
Jeff Angello	SIAC Meeting	SIAC meeting & prep	8/28 9/27/13	9/3/2013	9/30/2013	2.50	\$600.00	\$600.00
							49.75	\$1,080.00
<b>Grand Total</b>								<b>\$11,068.75</b>

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



# Gallagher Benefit Services, Inc.

Invoice #41889  
Date: 11/11/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
10/01/13	October 2013	US\$33,006.25

Date Goods/Services Received: _____	
Received By: <u><i>[Signature]</i></u>	
Approval _____	Date <u>12/5/13</u>

Total

US\$33,006.25



October Detail

Client Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
403 (b)							
Paul Hebert	403 (b)	Review Vendor Charge Comparison for revision email to vendors	10/23/2013	10/25/2013	1.50	\$225.00	\$337.50
Paul Hebert	403 (b)	Emails to all vendors re: Comparison Chart	10/31/2013	10/31/2013	2.00	\$225.00	\$450.00
<b>Biometrics</b>							<b>\$787.50</b>

Michelle Nathan	Biometrics	Review all communications regarding biometric screenings and privacy language	10/11/2013	10/11/2013	0.50	\$170.00	\$85.00
Barbara Crowe	Biometrics	Biometrics Research	10/3/2013	10/3/2013	1.75	\$225.00	\$393.75
Barbara Crowe	Biometrics	Biometric Company	10/7/2013	10/8/2013	2.00	\$225.00	\$450.00
Barbara Crowe	Biometrics	Biometric Data feed	10/7/2013	10/8/2013	2.50	\$225.00	\$562.50
Barbara Crowe	Biometrics	Biometrics	10/14/2013	10/16/2013	1.50	\$225.00	\$337.50
Barbara Crowe	Biometrics	Biometrics- Consent form Agreement	10/28/2013	10/28/2013	1.00	\$225.00	\$225.00
Maria Selvaggio	Biometrics	Biometrics Comparison	10/7/2013	10/9/2013	15.00	\$170.00	\$2,550.00
Maria Selvaggio	Biometrics	Biometrics Setup	10/15/2013	10/18/2013	9.00	\$170.00	\$1,530.00
Maria Selvaggio	Biometrics	SBBC Biometrics	10/21/2013	10/25/2013	11.00	\$170.00	\$1,870.00
Maria Selvaggio	Biometrics	SBBC Biometrics	10/28/2013	10/29/2013	2.00	\$170.00	\$340.00
Michelle Nathan	Biometrics	Coventry, and 3rd party onsite testing/implementation	10/21/2013	10/25/2013	10.00	\$170.00	\$1,700.00
<b>Data Warehouse</b>							<b>\$10,043.75</b>
Pense	Data Warehouse	Download Q3 Files	10/15/2013	10/15/2013	1.50	\$170.00	\$255.00
Sajeew	Data Warehouse	Data Backup Tables	10/4/2013	10/4/2013	2.00	\$170.00	\$340.00
<b>FOPE</b>							<b>\$595.00</b>
Barbara Crowe	FOPE	Review FOPE Letter Data Gathering	10/7/2013	10/11/2013	4.00	\$225.00	\$900.00
Barbara Crowe	FOPE	Review FOPE response	10/21/2013	10/23/2013	0.75	\$225.00	\$168.75
Barbara Crowe	FOPE	Coventry Website Discussion-review FOPE issues	10/14/2013	10/17/2013	5.75	\$225.00	\$1,293.75
<b>Formulary</b>							<b>\$2,362.50</b>
Michelle Nathan	Formulary	Obtain formulary data from <del>AmMed</del> and review with SBBC <i>Country</i>	10/31/2013	10/31/2013	0.50	\$170.00	\$85.00

October Detail

Bart Crowe	Formulary	Formulary Changes	10/8/2013	10/9/2013	1.50	\$225.00	\$337.50
Barbara Crowe	Formulary	Rx Changes	10/4/2013	10/4/2013	0.50	\$225.00	\$112.50
Barbara Crowe	Formulary	Formulary Discussion	10/30/2013	10/31/2013	0.50	\$225.00	\$112.50
Jeff Angello	Formulary	Call Re RX	10/9/2013	10/9/2013	2.00	\$240.00	\$480.00
Michelle Nathan	Formulary	Meeting with Coventry to discuss potential Rx changes for 2014	10/9/2013	10/9/2013	1.00	\$170.00	\$170.00
<b>Life</b>							<b>\$1,297.50</b>

Barbara Crowe	Life	Life Insurance Summary	10/10/2013	10/11/2013	2.00	\$225.00	\$450.00
Barbara Crowe	Life	Life Summary review	10/16/2013	10/17/2013	0.75	\$225.00	\$168.75
Michelle Nathan	Life	Review and provide recommended changes to life and supp life summaries	10/10/2013	10/16/2013	2.00	\$170.00	\$340.00
Paul Hebert	Life	Questions from Glenn Parks RE: Open Enrollment and Leaves	10/22/2013	10/22/2013	0.50	\$225.00	\$112.50
<b>Medicare Part D</b>							<b>\$1,071.25</b>

Glen Volk	Medicare Part D	Finalize Retiree List	10/4/2013	10/4/2013	1.00	\$285.00	\$285.00
Glen Volk	Medicare Part D	Review RDS Model	10/11/2013	10/11/2013	0.50	\$285.00	\$142.50
Mark Bogert	Medicare Part D	Setup RDS Model	10/1/2013	10/1/2013	2.25	\$170.00	\$382.50
Mark Bogert	Medicare Part D	Review RDS Model	10/14/2013	10/14/2013	1.50	\$170.00	\$255.00
Glen Volk	Medicare Part D	Finalize Attestation	10/14/2013	10/14/2013	1.00	\$285.00	\$285.00
Paul Hebert	Medicare Part D	Upload retiree list	10/4/2013	10/4/2013	0.25	\$225.00	\$56.25
Paul Hebert	Medicare Part D	Finalized 2014 Application email to Dildra	10/15/2013	10/15/2013	0.25	\$225.00	\$56.25
<b>Medical</b>							<b>\$1,462.50</b>

Paul Hebert	Medical	Questions re status change due to marketplace enrollment	10/14/2013	10/14/2013	0.50	\$225.00	\$112.50
Paul Hebert	Medical	Prepared Summary of Coventry/HRA issue for Dildra	10/21/2013	10/21/2013	1.00	\$225.00	\$225.00
Paul Hebert	Medical	Question Re: Section 125 and Marketplace plan	10/22/2013	10/22/2013	0.25	\$225.00	\$56.25
Paul Hebert	Medical	Conference call with Dildra Re: Marketplace Open Enrollment	10/24/2013	10/24/2013	0.25	\$225.00	\$56.25
Paul Hebert	Medical	Health Care Reform planner-9.27.13	10/1/2013	10/1/2013	3.00	\$225.00	\$675.00
Michelle Nathan	Medical	Discuss Coventry letter with SBBC and with its counsel	10/16/2013	10/16/2013	1.00	\$170.00	\$170.00
Michelle Nathan	Medical	Work with SBBC, Coventry, and third party vendor to determine schedule additional onsite biometric testing	10/16/2013	10/18/2013	6.00	\$170.00	\$1,020.00
<b>Miscellaneous</b>							<b>\$2,315.00</b>
David Brooks	Miscellaneous	RFP Language research	10/9/113	10/10/2013	4.00	\$170.00	\$680.00

October Detail

Matti Jucker	Miscellaneous	RFP Language research	10/9/113	10/10/2013	3.00	\$170.00	\$510.00
Maria Selvaggio	Miscellaneous	RFP/legal review	10/9/113	10/9/2013	5.00	\$170.00	\$850.00
Maria Selvaggio	Miscellaneous	Research Letter/Minutes	10/14/113	10/14/2013	5.00	\$170.00	\$850.00
Paul Hebert	Miscellaneous	Letter re: HRA from Phillips re:ADA research conference calls	10/8/2013	10/9/2013	4.00	\$225.00	\$900.00
Barbara Crowe	Miscellaneous	Privacy Issues Website	10/3/2013	10/4/2013	1.50	\$225.00	\$337.50
Barbara Crowe	Miscellaneous	BTU Letter	10/30/2013	10/30/2013	0.25	\$225.00	\$56.25
Barbara Crowe	Miscellaneous	FSA RFP	10/30/2013	10/31/2013	1.50	\$225.00	\$337.50
Barbara Crowe	Miscellaneous	HCR Change on statutes	10/18/2013	10/18/2013	0.50	\$225.00	\$112.50
Barbara Crowe	Miscellaneous	HCR-Q's from Ronley/Glenn	10/2/2013	10/2/2013	0.25	\$225.00	\$56.25
Glen Volk	Renewal	Update forecast	10/1/2013	10/1/2013	1.00	\$285.00	\$285.00
<b>PPACA</b>							
Paul Hebert	Medical	Prep for and attend Meeting with Superintendent-9.30.13	10/1/2013	10/1/2013	3.00	\$225.00	\$675.00
<b>TSA</b>							
Barbara Crowe	TSA	TSA RFP	10/22/2013	10/24/2013	0.75	\$225.00	\$168.75
Paul Hebert	TSA	Prep - RFP Meeting on TSA RFP	10/29/2013	10/29/2013	1.00	\$225.00	\$225.00
Barbara Crowe	TSA	TSA RFP Prep	10/29/2013	10/30/2013	1.50	\$225.00	\$337.50
Garrett Moore	TSA	TSA Project	10/22/2013	10/24/2013	0.75	\$170.00	\$127.50
Garrett Moore	TSA	TSA Project	10/29/2013	10/29/2013	1.00	\$170.00	\$170.00
Michelle Nathan	TSA	RFP	10/29/2013	10/30/2013	2.25	\$170.00	\$382.50
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Voluntary RFP prep	10/28/2013	10/28/2013	1.00	\$225.00	\$225.00
Barbara Crowe	Voluntary	Voluntary RFP	10/21/2013	10/25/2013	1.50	\$225.00	\$337.50
Maria Selvaggio	Voluntary	Voluntary SBBC	10/24/2013	10/25/2013	5.00	\$170.00	\$850.00
Maria Selvaggio	Voluntary	Voluntary RFP Proposal	10/31/2013	10/31/2013	3.00	\$170.00	\$510.00
Michelle Nathan	Voluntary	Voluntary Benefits RFP Discussion	10/25/2013	10/25/2013	0.50	\$170.00	\$85.00
<b>Wellness</b>							
Paul Hebert	Wellness	Conference call with Coventry; review docs re: ADA issue	10/14/2013	10/16/2013	3.50	\$225.00	\$787.50
David Brooks	Wellness	Research Wellness	10/15/2013	10/15/2013	1.50	\$170.00	\$255.00
Maria Selvaggio	Wellness	Research Wellness 2008-2013	10/10/2013	10/11/2013	13.00	\$170.00	\$2,210.00
Jeff Angello	Wellness	Review Wellness	10/23/2013	10/23/13/	1.00	\$240.00	\$240.00
Janis Pontiliz	Wellness	Research Wellness 2008-2013	10/10/2013	10/10/2013	3.00	\$170.00	\$510.00
<b>Grand Total</b>							
							<b>\$33,006.25</b>

<b>PPACA</b>							
Paul Hebert	Medical	Prep for and attend Meeting with Superintendent-9.30.13	10/1/2013	10/1/2013	3.00	\$225.00	\$675.00
<b>TSA</b>							
Barbara Crowe	TSA	TSA RFP	10/22/2013	10/24/2013	0.75	\$225.00	\$168.75
Paul Hebert	TSA	Prep - RFP Meeting on TSA RFP	10/29/2013	10/29/2013	1.00	\$225.00	\$225.00
Barbara Crowe	TSA	TSA RFP Prep	10/29/2013	10/30/2013	1.50	\$225.00	\$337.50
Garrett Moore	TSA	TSA Project	10/22/2013	10/24/2013	0.75	\$170.00	\$127.50
Garrett Moore	TSA	TSA Project	10/29/2013	10/29/2013	1.00	\$170.00	\$170.00
Michelle Nathan	TSA	RFP	10/29/2013	10/30/2013	2.25	\$170.00	\$382.50
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Voluntary RFP prep	10/28/2013	10/28/2013	1.00	\$225.00	\$225.00
Barbara Crowe	Voluntary	Voluntary RFP	10/21/2013	10/25/2013	1.50	\$225.00	\$337.50
Maria Selvaggio	Voluntary	Voluntary SBBC	10/24/2013	10/25/2013	5.00	\$170.00	\$850.00
Maria Selvaggio	Voluntary	Voluntary RFP Proposal	10/31/2013	10/31/2013	3.00	\$170.00	\$510.00
Michelle Nathan	Voluntary	Voluntary Benefits RFP Discussion	10/25/2013	10/25/2013	0.50	\$170.00	\$85.00
<b>Wellness</b>							
Paul Hebert	Wellness	Conference call with Coventry; review docs re: ADA issue	10/14/2013	10/16/2013	3.50	\$225.00	\$787.50
David Brooks	Wellness	Research Wellness	10/15/2013	10/15/2013	1.50	\$170.00	\$255.00
Maria Selvaggio	Wellness	Research Wellness 2008-2013	10/10/2013	10/11/2013	13.00	\$170.00	\$2,210.00
Jeff Angello	Wellness	Review Wellness	10/23/2013	10/23/13/	1.00	\$240.00	\$240.00
Janis Pontiliz	Wellness	Research Wellness 2008-2013	10/10/2013	10/10/2013	3.00	\$170.00	\$510.00
<b>Grand Total</b>							
							<b>\$33,006.25</b>

Grand Total

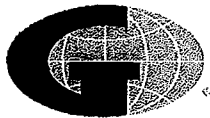
\$33,006.25

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



# Gallagher Benefit Services, Inc.

Invoice #44581  
Date: 12/30/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
11/01/13	November 2013	US\$50,310.00

Date Goods/Services Received: _____	
Received By: _____	_____
<i>[Signature]</i>	2/27/14
Approval	Date

Total US\$50,310.00

er Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>403 (b)</b>							
Paul Hebert	403 (b)	Issue Re: Info Sharing Agreement with Oppenheimer	11/19/2013	11/19/2013	1.00	\$225.00	\$225.00
<b>Biometrics</b>							
Barbara Crowe	Biometrics	Biometrics Follow up	11/4/2013	11/4/2013	0.25	\$225.00	\$56.25
							<b>\$56.25</b>
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Process Enrollment	11/1/2013	11/1/2013	2.25	\$170.00	\$382.50
Donna Pense	Data Warehouse	Completion Factors	11/4/2013	11/4/2013	0.75	\$170.00	\$127.50
Donna Pense	Data Warehouse	Process Populate Data Warehouse	11/12/2013	11/16/2013	11.75	\$170.00	\$1,997.50
Glen Volk	Data Warehouse	Process Claims Data	11/5/2013	11/8/2013	7.00	\$285.00	\$1,995.00
							<b>\$4,502.50</b>
<b>Formulary</b>							
Michelle Nathan	Formulary	Formulary changes authorization form, and review with SBBC	11/13/2013	11/13/2013	0.25	\$170.00	\$42.50
Barbara Crowe	Formulary	Formulary Follow up	11/4/2013	11/4/2013	0.25	\$225.00	\$56.25
Barbara Crowe	Formulary	Meeting with Dildra and Coventry	11/1/2013	11/1/2013	0.50	\$225.00	\$112.50
Barbara Crowe	Formulary	Voluntary RFP Formulary Override	11/15/2013	11/15/2013	1.50	\$225.00	\$337.50
Barbara Crowe	Formulary	F/U on RX override with Coventry	11/19/2013	11/19/2013	0.25	\$225.00	\$56.25
Jeff Angello	Formulary	Review RX & Rate	11/6/2013	11/6/2013	1.00	\$240.00	\$240.00
							<b>\$845.00</b>
<b>FSA RFP</b>							
Barbara Crowe	FSA RFP	Research and Review	11/1/2013	11/8/2013	10.00	\$225.00	\$2,250.00
Barbara Crowe	FSA RFP	RFP, Review with Dildra, Correction	11/1/2013	11/15/2013	15.25	\$225.00	\$3,431.25
Michelle Nathan	FSA RFP	Draft Preparation	11/22/2013	11/22/2013	1.00	\$170.00	\$170.00
Michelle Nathan	FSA RFP	SIAC Meeting-Prep/Follow-up Items	11/20/2013	11/25/2013	10.00	\$170.00	\$1,700.00
Michelle Nathan	FSA RFP	Planning Discussion both internal and with client	11/12/2013	11/13/2013	8.50	\$170.00	\$1,445.00
Michelle Nathan	FSA RFP	Review Calendar Timeline and meetings with client	11/15/2013	11/15/2013	4.50	\$170.00	\$765.00
Paul Hebert	FSA RFP	Meeting with SIAC	11/21/2013	11/21/2013	4.00	\$225.00	\$900.00
Paul Hebert	FSA RFP	Reviewed Draft RFP	11/13/2013	11/13/2013	2.00	\$225.00	\$450.00
Matthew Tucker	FSA RFP	Proofing to RFP on Flexible Spending Accounts	11/5/2013	11/8/2013	9.00	\$170.00	\$1,530.00
Matthew Tucker	FSA RFP	Data Entry and Revisions to SBBC RFP	11/1/2013	11/5/2013	15.00	\$170.00	\$2,550.00
David Brooks	FSA RFP	RFP research and Prep	11/19/2013	11/20/2013	2.00	\$170.00	\$340.00
Garrett Moore	FSA RFP	FSA Project	11/8/2013	11/8/2013	3.50	\$170.00	\$595.00
							<b>\$16,126.25</b>
<b>Healthcare Reform</b>							
Barbara Crowe	HCR	HCR - Pres/Prep	11/13/2013	11/15/2013	5.00	\$225.00	\$1,125.00
Barbara Crowe	HCR	HCR - Fees Presentation	11/20/2013	11/20/2013	1.00	\$225.00	\$225.00
Barbara Crowe	HCR	HCR Fees	11/15/2013	11/15/2013	0.50	\$225.00	\$112.50
Paul Hebert	HCR	Presentation to SLT prep with Barbara	11/4/2013	11/4/2013	0.50	\$225.00	\$112.50
Mark Bogert	HCR	PPACA Fee Review	11/18/2013	11/18/2013	2.25	\$170.00	\$382.50

er Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Christopher Dionio	HCR	Peer Review	11/18/2013	11/18/2013	1.00	\$170.00	\$170.00
Michelle Nathan	HCR	HCR Prep and Presentation to SBBC Senior Leadership	11/14/2013	11/15/2013	3.25	\$170.00	\$552.50
<b>Life</b>							<b>\$2,680.00</b>
Barbara Crowe	Life	Life Ins - Retires Discussion with Mutual of Omaha & Dildra	11/13/2013	11/14/2013	0.50	\$225.00	\$112.50
Barbara Crowe	Life	Life Insurances - email, review	11/8/2013	11/8/2013	0.50	\$225.00	\$112.50
<b>Medical</b>							<b>\$765.00</b>
Glen Volk	Medical	Rate Letter & Coventry call	11/4/2013	11/5/2013	1.50	\$285.00	\$427.50
Glen Volk	Medical	Tic with Dildra re: PPACA Communication piece	11/1/2013	11/1/2013	0.50	\$225.00	\$112.50
Barbara Crowe	Medical	SPD F/U with Coventry	11/12/2013	11/12/2013	0.25	\$225.00	\$56.25
Barbara Crowe	Medical	Gather Data for Coventry	11/13/2013	11/13/2013	0.25	\$225.00	\$56.25
Barbara Crowe	Medical	SPD - F/U on document to be sign, call with Coventry/Dildra	11/6/2013	11/7/2013	0.50	\$225.00	\$112.50
<b>Miscellaneous</b>							<b>\$85.00</b>
Michelle Nathan	Claims	AvMed's request of Vision Claims from Humana	11/13/2013	11/13/2013	0.50	\$170.00	\$85.00
<b>SIAC</b>							<b>\$3,060.00</b>
Barbara Crowe	SIAC	Prep for SIAC	11/20/2013	11/20/2013	3.00	\$225.00	\$675.00
Barbara Crowe	SIAC	Agenda	11/15/2013	11/15/2013	0.50	\$225.00	\$112.50
Jeff Angello	SIAC	Prep for SIAC	11/18/2013	11/18/2013	1.50	\$240.00	\$360.00
Jeff Angello	SIAC	Prep for SIAC	11/20/2013	11/20/2013	2.50	\$240.00	\$600.00
Jeff Angello	SIAC	Recap SIAC	11/25/2013	11/25/2013	1.00	\$240.00	\$240.00
Jeff Angello	SIAC	SIAC Meeting	11/21/2013	11/21/2013	4.00	\$240.00	\$960.00
Paul Hebert	SIAC	Review Powepoint Re: PPACA	11/20/2013	11/20/2013	0.50	\$225.00	\$112.50
<b>TSA</b>							<b>\$8,195.00</b>
Barbara Crowe	TSA	TSA RFP Prep	11/15/2013	11/15/2013	1.00	\$225.00	\$225.00
Barbara Crowe	TSA	TSA RFP Prep	11/20/2013	11/20/2013	1.00	\$225.00	\$225.00
Jeff Angello	TSA	TSA RFP	11/22/2013	11/22/2013	2.00	\$240.00	\$480.00
Paul Hebert	TSA	Updated Vendor Charge Comparison	11/25/2013	11/25/2013	4.00	\$225.00	\$900.00
Paul Hebert	TSA	Call with KMP, call with Glenn Parks, Call with TSACG	11/26/2013	11/26/2013	5.00	\$225.00	\$1,125.00
Paul Hebert	TSA	Meeting to discuss RFP	11/26/2013	11/26/2013	1.00	\$225.00	\$225.00
David Brooks	TSA	TSA RFP Research	11/28/2013	11/29/2013	6.00	\$170.00	\$1,020.00
Garrett Moore	TSA	TSA Project	11/28/2013	11/29/2013	5.50	\$170.00	\$935.00
Michelle Nathan	TSA	Draft RFP Template	11/25/2013	11/26/2013	2.50	\$170.00	\$425.00
Michelle Nathan	TSA	Timeline Review Project Timeline with team incl. Prep & F/U Items	11/25/2013	11/27/2013	7.50	\$170.00	\$1,275.00
Michelle Nathan	TSA	Review Calendar Timeline and meetings with client	11/18/2013	11/22/2013	8.00	\$170.00	\$1,360.00
<b>Voluntary</b>							<b>\$8,195.00</b>
Barbara Crowe	Voluntary	Voluntary RFP Prep/Review Vendor Calls	11/18/2013	11/20/2013	11.00	\$225.00	\$2,475.00
Barbara Crowe	Voluntary	Voluntary RFP Prep/Review Vendor Calls	11/17/2013	11/18/2013	5.00	\$225.00	\$1,125.00
Maria Selvaggio	Voluntary	Voluntary RFP Proposal	11/11/2013	11/11/2013	3.00	\$170.00	\$510.00
Maria Selvaggio	Voluntary	SBBC Voluntary RFP	11/12/2013	11/15/2013	24.00	\$170.00	\$4,080.00

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Maria Selvaggio	Voluntary	Voluntary RFP Prep	11/18/2013	11/21/2013	9.00	\$170.00	\$1,530.00
Maria Selvaggio	Voluntary	Voluntary RFP Prep	11/25/2013	11/25/2013	1.50	\$170.00	\$255.00
Maria Selvaggio	Voluntary	RFP research and Prep	11/5/2013	11/8/2013	9.00	\$170.00	\$1,530.00
Michelle Nathan	Voluntary	Draft RFP Template	11/22/2013	11/22/2013	1.00	\$170.00	\$170.00
Michelle Nathan	Voluntary	Review RFP Vendor Contact Inquiries	11/19/2013	11/20/2013	4.00	\$170.00	\$680.00
Matthew Tucker	Voluntary	Editing and Finalizing Voluntary RFP	11/18/2013	11/19/2013	7.00	\$170.00	\$1,190.00
							<b>\$13,545.00</b>

Grand Total

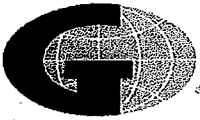
**\$50,310.00**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



# Gallagher Benefit Services, Inc.

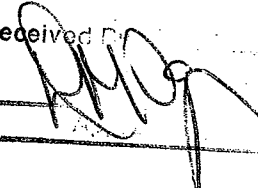
Invoice #44582  
Date: 12/30/13  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
12/01/13	December 2013	US\$59,045.00

Date Goods/Services Received: \_\_\_\_\_

Received By: 

Date: 2/27/14

Total US\$59,045.00



ember Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>2014 Renewal</b>							
Glen Voik	2014 Renewal	Review Coventry Data	12/3/2013	12/4/2013	1.00	\$285.00	\$285.00
Glen Voik	2014 Renewal	Follow up on August SIAC meeting	12/10/2013	12/10/2013	1.00	\$285.00	\$285.00
Glen Voik	2014 Renewal	Follow up on August SIAC meeting items	12/18/2013	12/18/2013	2.50	\$285.00	\$712.50
							<b>\$1,282.50</b>
<b>Bencor</b>							
Barbara Crowe	Bencor	Review and Request Renewal Data	12/16/2013	12/16/2013	0.50	\$225.00	\$112.50
Paul Hebert	Bencor	Bencor renewal	12/13/2013	12/13/2013	1.00	\$225.00	\$225.00
Paul Hebert	Bencor	Gathered Data for Renewal presentation; Emails with Hugh Bishop	12/16/2013	12/16/2013	1.00	\$225.00	\$225.00
Paul Hebert	Bencor	Update Renewal Presentation and gather info	12/26/2013	12/26/2013	2.00	\$225.00	\$450.00
Michelle Nathan	Bencor	Review and Request Renewal Data	12/13/2013	12/16/2013	1.00	\$170.00	\$170.00
							<b>\$1,182.50</b>
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Follow up on control totals	12/2/2013	12/2/2013	0.50	\$170.00	\$85.00
Donna Pense	Data Warehouse	Move to production	12/13/2013	12/13/2013	0.50	\$170.00	\$85.00
Sajeew	Data Warehouse	Move to production	12/13/2013	12/13/2013	0.50	\$170.00	\$85.00
Sajeew	Data Warehouse	Data back-up	12/16/2013	12/16/2013	0.75	\$170.00	\$127.50
							<b>\$382.50</b>
<b>FSA RFP</b>							
Barbara Crowe	FSA RFP	FSA RFP	12/9/2013	12/10/2013	2.50	\$225.00	\$562.50
Barbara Crowe	FSA RFP	FSA Discussions Revisions RFP	12/2/2013	12/6/2013	5.00	\$225.00	\$1,125.00
Barbara Crowe	FSA RFP	FSA Questions	12/19/2013	12/20/2013	1.50	\$225.00	\$337.50
Barbara Crowe	FSA RFP	FSA Addendum	12/24/2013	12/27/2013	2.00	\$225.00	\$450.00
Michelle Nathan	FSA RFP	Review Draft with Client-Prep Follow-up	12/2/2013	12/6/2013	8.00	\$170.00	\$1,360.00
Matthew Tucker	FSA RFP	Revisions to RFP	12/4/2013	12/4/2013	1.00	\$170.00	\$170.00
							<b>\$4,005.00</b>
<b>Medical</b>							
Glen Voik	Plan Forecast	Update 2013/14 forecasts	12/13/2013	12/13/2013	4.00	\$285.00	\$1,140.00
Glen Voik	Plan Forecast	Update 2013/14 forecast	12/16/2013	12/16/2013	2.00	\$285.00	\$570.00
Glen Voik	Profit Sharing	Review 2012 prior settlements	12/9/2013	12/12/2013	2.50	\$285.00	\$712.50
Barbara Crowe	Medical	Formulary	12/11/2013	12/11/2013	0.50	\$225.00	\$112.50
Barbara Crowe	Medical	Formulary Prep/Follow up	12/19/2013	12/19/2013	1.00	\$225.00	\$225.00
Barbara Crowe	Medical	Formulary	12/23/2013	12/26/2013	1.00	\$225.00	\$225.00
							<b>\$2,985.00</b>
<b>Miscellaneous</b>							
Jeff Angello	Claim Issue	Claims Issues	12/16/2013	12/16/2013	1.00	\$240.00	\$240.00
Michelle Nathan	Claims Issue	Mass Mutual Claim Issue	11/13/2013	11/13/2013	0.50	\$170.00	\$85.00
Barbara Crowe	Claim Issue	Mass Mutual Billing	12/19/2013	12/19/2013	0.50	\$225.00	\$112.50
Mark Bogert	HCR	Review PPACA fee projection - Bogert	12/2/2013	12/2/2013	0.50	\$170.00	\$85.00

ATTACHMENT 2

December Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Barbara Crowe	MISC	Question on Grand Children and Temporary Custody	12/9/2013	12/9/2013	0.25	\$225.00	\$56.25
<b>SIAC</b>							
Barbara Crowe	SIAC	Prep SIAC Meeting	12/9/2013	12/13/2013	1.50	\$225.00	\$337.50
Barbara Crowe	SIAC	SIAC Prep Outstanding/follow-up items	12/17/2013	12/17/2013	1.00	\$225.00	\$225.00
Barbara Crowe	SIAC	SIAC Meeting/Prep-Voluntary RFP Formulary Items PCORI	12/19/2013	12/20/2013	10.00	\$225.00	\$2,250.00
Barbara Crowe	SIAC	Follow-up items from FSA and 8/28 Meeting	12/19/2013	12/20/2013	2.00	\$225.00	\$450.00
Jeff Angello	SIAC	SIAC Committee	12/19/2013	12/19/2013	4.00	\$240.00	\$960.00
Michelle Nathan	SIAC	Follow up items from FSA and 8.28.13 Meeting	12/16/2013	12/16/2013	2.00	\$170.00	\$340.00
Michelle Nathan	SIAC	Follow-up items from FSA and 8/28 Meeting	12/11/2013	12/12/2013	2.00	\$170.00	\$340.00
<b>TSA</b>							
Barbara Crowe	TSA	TSA RFP Prep	12/2/2013	12/6/2013	3.00	\$225.00	\$675.00
Barbara Crowe	TSA	TSA RFP	12/9/2013	12/11/2013	3.00	\$225.00	\$675.00
Barbara Crowe	TSA	TSA RFP Questions/ Valic Request	12/19/2013	12/20/2013	3.00	\$225.00	\$675.00
Barbara Crowe	TSA	TSA RFP	12/23/2013	12/24/2013	0.75	\$225.00	\$168.75
Barbara Crowe	TSA	Internal Discussion and Strategy	12/20/2013	12/20/2013	0.50	\$225.00	\$112.50
Barbara Crowe	TSA	Valic Discussion/email regarding requested data	12/23/2013	12/23/2013	0.50	\$225.00	\$112.50
Jeff Angello	TSA	TSA SBBC	12/2/2013	12/2/2013	2.00	\$240.00	\$480.00
Jeff Angello	TSA	Profit Sharing	12/4/2013	12/4/2013	1.00	\$240.00	\$240.00
Jeff Angello	TSA	TSA SBBC	12/9/2013	12/10/2013	3.00	\$240.00	\$720.00
Paul Hebert	TSA	Review Rider for Incomelock Plus from Valic; email to Dildra	12/16/2013	12/16/2013	0.50	\$225.00	\$112.50
Paul Hebert	TSA	Calls with Vicki, TSACG, KMP	12/6/2013	12/6/2013	1.00	\$225.00	\$225.00
Paul Hebert	TSA	Conference Call; email	12/9/2013	12/9/2013	1.00	\$225.00	\$225.00
David Brooks	TSA	TSA RFP prep	12/18/2013	12/20/2013	6.00	\$170.00	\$1,020.00
David Brooks	TSA	School District Comparison	12/5/2013	12/5/2013	3.50	\$170.00	\$595.00
Consultants	TSA	Bill Kline/Gery Desmond/Bart Burkhardt-TSA RFP	12/1/2013	12/20/2013	5.00	\$225.00	\$1,125.00
Michelle Nathan	TSA	Draft RFP Template	12/2/2013	12/6/2013	14.00	\$170.00	\$2,380.00
Michelle Nathan	TSA	Draft RFP and timeline review	12/9/2013	12/9/2013	1.00	\$170.00	\$170.00
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Redraft Review, Changes to RFP based on SIAC Meeting and other	12/23/2013	12/23/2013	5.50	\$225.00	\$1,237.50
Barbara Crowe	Voluntary	SIAC Meeting and Prep	12/16/2013	12/19/2013	16.00	\$225.00	\$3,600.00
Barbara Crowe	Voluntary	Voluntary RFP Prep Meeting with SBBC	12/2/2013	12/6/2013	13.00	\$225.00	\$2,925.00
Barbara Crowe	Voluntary	Voluntary RFP	12/9/2013	12/12/2013	16.00	\$225.00	\$3,600.00
Barbara Crowe	Voluntary	Voluntary RFP Revision	12/23/2013	12/27/2013	9.50	\$225.00	\$2,137.50
Paul Hebert	Voluntary	Peer Reviewed RFP Draft	12/12/2013	12/21/2013	2.00	\$225.00	\$450.00
Jeff Angello	Voluntary	Vol RFP	12/13/2013	12/13/2017	2.50	\$240.00	\$600.00
Michelle Nathan	Voluntary	Review RFP and Vendor Contact Inquiries	12/11/2013	12/11/2013	6.00	\$170.00	\$1,020.00
Michelle Nathan	Voluntary	SAIC Meeting and Prep	12/16/2013	12/19/2013	16.00	\$170.00	\$2,720.00
Maria Selvaggio	Voluntary	Voluntary RFP	12/5/2013	12/6/2013	7.00	\$170.00	\$1,190.00
Maria Selvaggio	Voluntary	Vol. Carrier Communication	12/17/2013	12/18/2013	5.00	\$170.00	\$850.00
Maria Selvaggio	Voluntary	Voluntary RFP Meeting	12/19/2013	12/19/2013	6.00	\$170.00	\$1,020.00
							<b>\$4,902.50</b>
							<b>\$9,711.25</b>

ember Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Mania Selvaggio	Voluntary	Voluntary RFP	12/9/2013	12/12/2013	25.00	\$170.00	\$4,250.00
Mania Selvaggio	Voluntary	Vendor Calls	12/13/2013	12/13/2013	1.00	\$170.00	\$170.00
Mania Selvaggio	Voluntary	Carrier Meeting Trustmark & Prepaid Legal	12/20/2013	12/20/2013	1.50	\$170.00	\$255.00
David Brooks	Voluntary	Voluntary RFP Review and Research	12/23/2013	12/27/2013	20.00	\$170.00	\$3,400.00
Matthew Tucker	Voluntary	RFP Prep	12/9/2013	12/12/2013	21.00	\$170.00	\$3,570.00
Matthew Tucker	Voluntary	RFP Prep	12/5/2013	12/6/2013	6.00	\$170.00	\$1,020.00
<b>Grand Total</b>							<b>\$34,015.00</b>

Grand Total

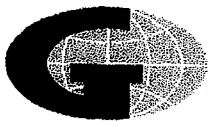
\$59,045.00

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Dilda Martin-Ogburn, Ph.D.,  
Executive Director of Benefits,  
EEO Compliance  
Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



# Gallagher Benefit Services, Inc.

Invoice #46352  
Date: 02/07/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT:

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
01/01/14	January 2014 Consulting Fees	US\$43,328.75

Date Goods/Services Received: _____	
Received By: _____	_____
<i>[Signature]</i>	2/27/14
Approval	Date

Total US\$43,328.75

January Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Process 4th Quarter Data	1/14/2014	1/17/2014	6.00	\$170.00	\$1,020.00
Sajeew	Data Warehouse	Process 4th Quarter Data	1/13/2014	1/13/2014	0.50	\$170.00	\$85.00
<b>FOPE</b>							
Barbara Crowe	FOPE	FOPE Impasse	1/22/2014	1/22/2014	1.00	\$225.00	\$225.00
Barbara Crowe	FOPE	FOPE - Conf. Call Review	1/28/2014	1/28/2014	0.50	\$225.00	\$112.50
Glen Volk	FOPE	Cost of relaxing requirements	1/22/2014	1/22/2014	1.50	\$285.00	\$427.50
Jeff Angello	FOPE	FOPE Review	1/23/2014	1/23/2014	1.00	\$240.00	\$240.00
Jeff Angello	FOPE	FOPE	1/28/2014	1/28/2014	1.00	\$240.00	\$240.00
<b>Formulary</b>							
Glen Volk	Formulary	Update Exhibits	1/6/2014	1/8/2014	1.50	\$285.00	\$427.50
Barbara Crowe	Formulary	Formulary Prep.	1/6/2014	1/7/2014	1.50	\$225.00	\$337.50
Michelle Nathan	Formulary	Prep Meetings (Internal/with Coventry)	1/6/2014	1/7/2014	3.00	\$170.00	\$510.00
<b>FSA RFP</b>							
Barbara Crowe	FSA RFP	Addendum	1/2/2014	1/3/2014	1.00	\$225.00	\$225.00
Barbara Crowe	FSA RFP	FSA Addendum	1/9/2014	1/10/2014	2.00	\$225.00	\$450.00
Barbara Crowe	FSA RFP	FSA Addendum	1/13/2014	1/14/2014	1.00	\$225.00	\$225.00
David Brooks	FSA RFP	FSA RFP Prep	1/27/2014	1/28/2014	5.00	\$170.00	\$850.00
Michelle Nathan	FSA RFP	Draft Answers to FSA RFP Addendum	1/2/2014	1/3/2014	5.50	\$170.00	\$935.00
Michelle Nathan	FSA RFP	FSA RFP Review/Addendum Discussion	1/7/2014	1/9/2014	2.00	\$170.00	\$340.00
Matthew Tucker	FSA RFP	Additional questions for FSA Addendum	1/10/2014	1/10/2014	1.00	\$170.00	\$170.00
Matthew Tucker	FSA RFP	FSA RFP Prep	1/27/2014	1/30/2014	7.50	\$170.00	\$1,275.00
<b>Healthcare Reform</b>							
Barbara Crowe	HCR	HCR Presentation	1/29/2014	1/29/2014	2.00	\$225.00	\$450.00
Paul Hebert	HCR	Conference Call w/ Dildra; draft presentation	1/24/2014	1/31/2014	2.75	\$225.00	\$618.75
Michelle Nathan	HCR	Discuss brief overview of HCR (30-hour eligibility rule)	1/29/2014	1/29/2014	0.50	\$170.00	\$85.00
<b>Life</b>							
Barbara Crowe	Life	Retiree Billing Issue	1/13/2014	1/15/2014	1.50	\$225.00	\$337.50
<b>Medical</b>							
Barbara Crowe	Medical	SPD's	1/29/2014	1/29/2014	0.50	\$225.00	\$112.50
Michelle Nathan	Medical	Medical SPDs from Coventry to review	1/28/2014	1/28/2014	0.50	\$170.00	\$85.00
<b>Part D</b>							
Paul Hebert	Part D	Part D Reconciliation Overview for Dildra	1/31/2014	1/31/2014	0.50	\$225.00	\$112.50
							<b>\$1,105.00</b>
							<b>\$1,245.00</b>
							<b>\$4,470.00</b>
							<b>\$1,153.75</b>
							<b>\$337.50</b>
							<b>\$337.50</b>
							<b>\$197.50</b>

ATTACHMENT 2

January Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>SIAC</b>							
Glen Volk	SIAC	Attend Meeting - Formulary	1/9/2014	1/9/2014	2.50	\$285.00	\$712.50
Jeff Angello	SIAC	Prep RFP & Committee - Formulary, TSA	1/6/2014	1/10/2014	15.00	\$240.00	\$3,600.00
Barbara Crowe	SIAC	Review SIAC Transcripts - Prep for Meeting	1/6/2014	1/7/2014	1.00	\$225.00	\$225.00
<b>TSA</b>							
Barbara Crowe	TSA	Bencor Renewal	1/14/2014	1/15/2014	1.50	\$225.00	\$337.50
Barbara Crowe	TSA	SIAC Meeting-TSA	1/15/2014	1/15/2014	4.00	\$225.00	\$900.00
Barbara Crowe	TSA	Prep for SIAC	1/6/2014	1/7/2014	2.00	\$225.00	\$450.00
Barbara Crowe	TSA	TSA RFP Presentation Prep, Review	1/6/2014	1/8/2014	5.00	\$225.00	\$1,125.00
Barbara Crowe	TSA	SIAC Meeting-TSA Education	1/8/2014	1/9/2014	5.00	\$225.00	\$1,125.00
Barbara Crowe	TSA	TSA RFP	1/13/2014	1/14/2014	2.00	\$225.00	\$450.00
Barbara Crowe	TSA	TSA RFP	1/22/2014	1/22/2014	1.00	\$225.00	\$225.00
Barbara Crowe	TSA	TSA RFP - Data	1/27/2014	1/31/2014	3.50	\$225.00	\$787.50
Barbara Crowe	TSA	Prep for Meeting (SIAC) Presentation	1/2/2014	1/3/2014	1.50	\$225.00	\$337.50
Jeff Angello	TSA	SIAC Committee Meetings	1/13/2014	1/15/2014	6.50	\$240.00	\$1,560.00
Paul Hebert	TSA	Revised Presentation for Renewal for SIAC	1/2/2014	1/2/2014	1.00	\$225.00	\$225.00
Paul Hebert	TSA	Revised SIAC Renewal Presentation	1/6/2014	1/8/2014	1.50	\$225.00	\$337.50
Paul Hebert	TSA	Renewal Presentation finalized; Call with Dildra	1/4/2014	1/15/2014	2.00	\$225.00	\$450.00
Paul Hebert	TSA	Revised Education presentation conference call with Dildra & Vicki	1/7/2014	1/8/2014	4.00	\$225.00	\$900.00
Paul Hebert	TSA	Revised RFP Draft	1/14/2014	1/14/2014	2.50	\$225.00	\$562.50
Paul Hebert	TSA	Revised RFP	1/30/2014	1/30/2014	2.00	\$225.00	\$450.00
Paul Hebert	TSA	SIAC Committee Meeting	1/15/2014	1/15/2014	4.00	\$225.00	\$900.00
Paul Hebert	TSA	TSA Education & Prep	1/8/2014	1/9/2014	6.00	\$225.00	\$1,350.00
Paul Hebert	TSA	Prepared Presentation for Education Seminar	1/3/2014	1/3/2014	2.00	\$225.00	\$450.00
Michelle Nathan	TSA	Revisions and request/review SBBC Contribution Sheet	1/27/2014	1/29/2014	4.00	\$170.00	\$680.00
Michelle Nathan	TSA	Revisions	1/20/2014	1/24/2014	5.50	\$170.00	\$935.00
Michelle Nathan	TSA	Prep for TSA 1/9 SIAC Meeting	1/3/2014	1/3/2014	0.50	\$170.00	\$85.00
Michelle Nathan	TSA	RFP - Update Draft for 1/9 SIAC Meeting	1/3/2014	1/3/2014	1.00	\$170.00	\$170.00
Michelle Nathan	TSA	RFP - Update Draft for 1/15 SIAC Meeting	1/10/2014	1/10/2014	1.00	\$170.00	\$170.00
Michelle Nathan	TSA	Meeting & Prep for TSA/Bencor 1/15 SIAC Meeting	1/14/2014	1/15/2014	13.50	\$170.00	\$2,295.00
Michelle Nathan	TSA	SIAC meeting-Meeting & Prep to TSA/Bencor 1/9 Siac Meeting	1/7/2014	1/9/2014	9.00	\$170.00	\$1,530.00
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Voluntary RFP	1/14/2014	1/17/2014	5.00	\$225.00	\$1,125.00
Barbara Crowe	Voluntary	Revisions to RFP	1/2/2014	1/3/2014	2.00	\$225.00	\$450.00
Barbara Crowe	Voluntary	Voluntary RFP	1/10/2014	1/10/2014	1.00	\$225.00	\$225.00
Barbara Crowe	Voluntary	Voluntary RFP	1/22/2014	1/24/2014	3.00	\$225.00	\$675.00
Barbara Crowe	Voluntary	Voluntary RFP Census	1/30/2014	1/30/2014	1.00	\$225.00	\$225.00
Paul Hebert	Voluntary	Reviewed Addendum	1/6/2014	1/6/2014	1.00	\$225.00	\$225.00
David Brooks	Voluntary	Research and Review	1/2/2014	1/3/2014	12.00	\$170.00	\$2,040.00
David Brooks	Voluntary	Voluntary RFP Research & Review	1/6/2014	1/8/2014	4.50	\$170.00	\$765.00
Maria Selvaggio	Voluntary	Voluntary RFP	1/2/2014	1/3/2014	2.00	\$170.00	\$340.00
Michelle Nathan	Voluntary	Peer Review/Revise RFP/Contract Language Review for Staffing	1/21/2014	1/23/2014	2.25	\$170.00	\$382.50
							<b>\$4,337.50</b>
							<b>\$18,787.50</b>

January Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Michelle Nathan	Voluntary	Peer Review/Revise RFP/ Contract Language Review for Staffing	1/28/2014	1/30/2014	7.00	\$170.00	\$1,190.00
Matthew Tucker	Voluntary	Procurement recommended changes	1/8/2014	1/8/2014	1.50	\$170.00	\$255.00
Matthew Tucker	Voluntary	Voluntary RFP Additions	1/2/2014	1/3/2014	4.50	\$170.00	\$765.00
Matthew Tucker	Voluntary	Voluntary RFP Additions	1/27/2014	1/28/2014	1.00	\$170.00	\$170.00
Matthew Tucker	Voluntary	SBBC Agreement Change with Texas and Washington	1/15/2014	1/17/2014	7.50	\$170.00	\$1,275.00
Matthew Tucker	Voluntary	Peer Review/Revise RFP					\$10,107.50

Grand Total

**\$43,328.75**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



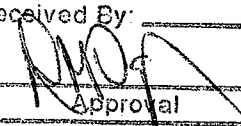
Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

Invoice #48981  
Date: 03/31/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
02/01/14	February 2014	US\$30,612.50

Date Goods/Services Received: _____	
Received By: _____	
 Approval	5/19/14 Date

Total US\$30,612.50



February 2014

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Project lead/load data/Load final data	2/3/2014	2/11/2014	14.50	\$170.00	\$2,465.00
Christopher Diorio	Data Warehouse	Completion factors/norms	2/7/2014	2/7/2014	1.00	\$170.00	\$170.00
Glen Volk	Data Warehouse	Review control totals	2/3/2014	2/3/2014	1.00	\$285.00	\$285.00
<b>FSA RFP</b>							
Barbara Crowe	FSA RFP	FSA Analysis, RFP Review	2/18/2014	2/22/2014	4.00	\$225.00	\$900.00
Michelle Nathan	FSA RFP	Bid Opening	2/14/2014	2/14/2014	1.00	\$170.00	\$170.00
Matthew Tucker	FSA RFP	Analysis	2/19/2014	2/28/2014	12.00	\$170.00	\$2,040.00
David Brooks	FSA RFP	Analysis	2/18/2014	2/28/2014	24.00	\$170.00	\$4,080.00
<b>Healthcare Reform</b>							
Barbara Crowe	HCR	Prep for HCR Meeting, Meeting, review	2/3/2014	2/6/2014	4.00	\$225.00	\$900.00
Paul Hebert	HCR	Presentation Draft for Task Force and Meeting with Task Force	2/3/2014	2/6/2014	1.50	\$225.00	\$337.50
Paul Hebert	HCR	Questions re:Census	2/27/2014	2/27/2014	0.50	\$225.00	\$112.50
Mark Bogert	HCR	Develop actuarial values	2/3/2014	2/3/2014	2.50	\$170.00	\$425.00
<b>Life</b>							
Barbara Crowe	Life	Claim Issue, Review Documents and claim - Conference call with vender, Life issue	2/20/2014	2/24/2014	2.50	\$225.00	\$562.50
Barbara Crowe	Life	Exhibit C of Agreement	2/11/2014	2/11/2014	0.25	\$225.00	\$56.25
Michelle Nathan	Life	Mutual of Omaha vs. Reliance contract language	2/10/2014	2/10/2014	0.75	\$170.00	\$127.50
Michelle Nathan	Life	Resolve Life Claim Issue	2/20/2014	2/20/2014	2.25	\$170.00	\$382.50
Michelle Nathan	Life	Review Mutual of Omaha change in contract to ensure accuracy	2/24/2014	2/24/2014	0.25	\$170.00	\$42.50
<b>Medical Benchmarking</b>							
Michelle Nathan	Medical Benchmarking	Research benchmarking project	2/12/2014	2/12/2014	0.25	\$170.00	\$42.50
Michelle Nathan	Medical Benchmarking	Draft Benchmark Report.	2/18/2014	2/18/2014	2.00	\$170.00	\$340.00
<b>Miscellaneous</b>							
Glen Volk	State Filing	Develop exhibits	2/10/2014	2/11/2014	4.00	\$285.00	\$1,140.00
<b>Part D</b>							
Glen Volk	Part D	2012 Medicare Part D Reconciliation	2/12/2014	2/12/2014	2.00	\$285.00	\$570.00
Wenching Li	Part D	2012 Medicare Part D Reconciliation	2/6/2014	2/6/2014	5.00	\$285.00	\$1,425.00
Paul Hebert	Part D	Retiree List for Reconciliation	2/6/2014	2/6/2014	0.50	\$225.00	\$112.50
Paul Hebert	Part D	Final Cost reporting for 2012 Reconciliation	2/20/2014	2/20/2014	0.50	\$225.00	\$112.50
<b>TSA</b>							

TSA

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Barbara Crowe	TSA	Draft RFP, Revisions	2/18/2014	2/26/2014	18.75	\$225.00	\$4,218.75
Barbara Crowe	TSA	Conference call with TSA Consultants, RFP draft	2/10/2014	2/13/2014	7.00	\$225.00	\$1,575.00
Barbara Crowe	TSA	TSA Data	2/12/2014	2/12/2014	0.50	\$225.00	\$112.50
Jeff Angello	TSA	TSA	2/27/2014	2/27/2014	1.50	\$240.00	\$360.00
Paul Hebert	TSA	RFP Draft Revisions	2/21/2014	2/21/2014	1.00	\$225.00	\$225.00
Paul Hebert	TSA	Revised Draft	2/24/2014	2/24/2014	2.00	\$225.00	\$450.00
Michelle Nathan	TSA	Finalize TSA RFP	2/18/2014	2/21/2014	11.00	\$170.00	\$1,870.00
Michelle Nathan	TSA	Discussion and Revisions to FSA RFP	2/10/2014	2/13/2014	2.00	\$170.00	\$340.00
Michelle Nathan	TSA	Finalize TSA RFP	2/24/2014	2/28/2014	5.50	\$170.00	\$935.00
							<b>\$10,086.25</b>

<b>Voluntary</b>							
Barbara Crowe	Voluntary	Voluntary RFP Addendum	2/10/2014	2/13/2014	5.75	\$225.00	\$1,293.75
Barbara Crowe	Voluntary	Voluntary Vendor current vendor discussion on 80K	2/4/2014	2/4/2014	1.00	\$225.00	\$225.00
Paul Hebert	Voluntary	Revised Addendum to RFP	2/14/2014	2/14/2014	0.75	\$225.00	\$168.75
Maria Selvaggio	Voluntary	Voluntary Addendums	2/10/2014	2/10/2014	4.00	\$170.00	\$680.00
Michelle Nathan	Voluntary	Addendum client meeting, revisions, and peer review	2/10/2014	2/14/2014	8.00	\$170.00	\$1,360.00
							<b>\$3,727.50</b>

Grand Total

**\$30,612.50**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US

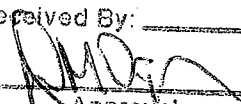


Invoice #48986  
Date: 03/31/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
03/01/14	March 2014 Health & Welfare Consulting Services	US\$63,497.50

Date Goods/Services Received:	_____
Received By:	_____
	_____
Approval	_____
	5/11/14
	Date

Total US\$63,497.50



Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>SIAC Meeting</b>							
Barbara Crowe	SIAC Meeting	SIAC Meeting regarding Voluntary RFP Specs	3/17/2014	3/27/2014	2.00	\$225.00	\$450.00
Barbara Crowe	SIAC Meeting	SIAC meeting regarding voluntary rfp specs / declines and prep	3/13/2014	3/14/2014	2.25	\$225.00	\$506.25
Jeff Angello	SIAC Meeting	Prep for SIAC Meeting	3/14/2014	3/14/2014	1.00	\$240.00	\$240.00
Jeff Angello	SIAC Meeting	SIAC Meeting	3/17/2014	3/17/2014	2.50	\$240.00	\$600.00
							<b>\$1,796.25</b>
<b>State Filing</b>							
Glen Volk	State Filing	Set up IBNR model	3/12/2014	3/13/2014	3.00	\$285.00	\$855.00
Glen Volk	State Filing	Review update Coventry data	3/20/2014	3/20/2014	0.50	\$285.00	\$142.50
Glen Volk	State Filing	Finalize draft, discuss with SBBC	3/24/2014	3/26/2014	3.00	\$285.00	\$855.00
Wenching Li	State Filing	Develop exhibits	3/20/2014	3/20/2014	6.00	\$285.00	\$1,710.00
							<b>\$3,562.50</b>
<b>TSA</b>							
Barbara Crowe	TSA	TSA Addendum, Revision, Request Data, Meeting with Bob Vignola	3/24/2014	3/26/2014	9.00	\$225.00	\$2,025.00
Barbara Crowe	TSA	TSA Addendum	3/20/2014	3/21/2014	4.25	\$225.00	\$956.25
Bart Burkhardt	TSA	Education, Meeting RFP Draft, Questionnaire, Addendum	3/1/2014	3/31/2014	23.00	\$225.00	\$5,175.00
Gerry Desmond	TSA	Education, Meeting RFP Draft, Questionnaire, Addendum	3/1/2014	3/31/2014	35.00	\$225.00	\$7,875.00
Jeff Angello	TSA	Review TSA RFP	3/24/2014	3/24/2014	1.50	\$240.00	\$360.00
Michelle Nathan	TSA	Review RFP and Follow-up Questions, Discuss Calendar Timeline	3/3/2014	3/21/2014	5.50	\$170.00	\$935.00
							<b>\$17,326.25</b>
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Review vendors declines	3/10/2014	3/10/2014	0.25	\$225.00	\$56.25
Barbara Crowe	Voluntary	Voluntary RFP	3/6/2014	3/6/2014	1.50	\$225.00	\$337.50
Barbara Crowe	Voluntary	Voluntary RFP Analysis	3/27/2014	3/28/2014	2.00	\$225.00	\$450.00
Jeff Angello	Voluntary	Review Voluntary	3/26/2014	3/26/2014	2.00	\$240.00	\$480.00
Michelle Nathan	Voluntary	Prepare for SAIC Meeting to Review Vendor Responses, Attend and Obtain Bids, Administrative Services	3/6/2014	3/26/2014	3.50	\$170.00	\$595.00
							<b>\$1,918.75</b>
<b>Grand Total</b>							<b>\$63,497.50</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



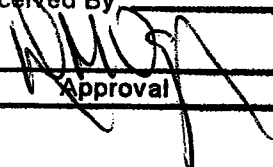
Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

Invoice #51839  
Date: 05/29/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
04/01/14	April 2014 Health & Welfare Consulting Fees	US\$100,626.25

Date Goods/Services Received: _____	
Received By: _____	_____
 Approval	7/7/14 Date

Total US\$100,626.25

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Download Q1 files	4/11/2014	4/11/2014	1.75	\$170.00	\$297.50
Donna Pense	Data Warehouse	Download and check data	4/14/2014	4/15/2014	3.25	\$170.00	\$552.50
<b>FSA RFP</b>							
Barbara Crowe	FSA RFP	FSA Scoring Sheet	4/1/2014	4/1/2014	1.00	\$225.00	\$225.00
Barbara Crowe	FSA RFP	FSA Executive Summary/Cost Analysis	4/2/2014	4/2/2014	2.00	\$225.00	\$450.00
Barbara Crowe	FSA RFP	Conference calls Preparation	4/2/2014	4/3/2014	8.50	\$225.00	\$1,912.50
Barbara Crowe	FSA RFP	FSA SIAC Meeting	4/7/2014	4/7/2014	4.50	\$225.00	\$1,012.50
Barbara Crowe	FSA RFP	FSA Protest/Review	4/14/2014	4/14/2014	0.50	\$225.00	\$112.50
Michelle Nathan	FSA RFP	SIAC Evaluation Meeting	4/7/2014	4/7/2014	5.50	\$170.00	\$935.00
Michelle Nathan	FSA RFP	Results Analysis, Peer, and Presentation Preparation	4/1/2014	4/4/2014	11.00	\$170.00	\$1,870.00
Michelle Nathan	FSA RFP	Vendor Clarification Calls	4/3/2014	4/3/2014	6.50	\$170.00	\$1,105.00
Michelle Nathan	FSA RFP	Prepare Report Analysis	4/7/2014	4/7/2014	2.00	\$170.00	\$340.00
Glen Volk	FSA RFP	Financial Review	4/1/2014	4/4/2014	2.50	\$285.00	\$712.50
Glen Volk	FSA RFP	Attend SIAC meeting	4/7/2014	4/7/2014	1.00	\$285.00	\$285.00
Mark Bogert	FSA RFP	Financial Review	4/4/2014	4/7/2014	4.75	\$170.00	\$807.50
James Prophete	FSA RFP	FSA Analysis	11/8/2013	11/8/2013	3.50	\$170.00	\$595.00
<b>Life</b>							
Barbara Crowe	Life	Life Insurance Review	4/14/2014	4/14/2014	1.00	\$225.00	\$225.00
<b>Medical</b>							
Glen Volk	Medical	Discussion with Ben L	4/8/2014	4/8/2014	0.50	\$285.00	\$142.50
Paul Hebert	Medical	HIPPA Special Enrollment question from Ronley	4/1/2014	4/3/2014	1.00	\$225.00	\$225.00
<b>Medical/Dental Renewal</b>							
Michelle Nathan	Medical/Dental Renewal	Claims analysis and 2015 renewal review	4/14/2014	4/15/2014	3.00	\$170.00	\$510.00
Michelle Nathan	Medical/Dental Renewal	Claims analysis and 2015 renewal review	4/24/2014	4/24/2014	1.00	\$170.00	\$170.00
Michelle Nathan	Medical/Dental Renewal	Claims analysis and 2015 renewal review	4/29/2014	4/29/2014	2.00	\$170.00	\$340.00
<b>Miscellaneous</b>							
Michelle Nathan	Miscellaneous	Discuss/prep. Outstanding deliverables with SBBC	4/24/2014	4/25/2014	2.00	\$170.00	\$340.00
<b>TSA</b>							
Barbara Crowe	TSA	TSA RFP Review/Contract	4/17/2014	4/17/2014	1.75	\$225.00	\$393.75
Barbara Crowe	TSA	TSA RFP Analysis	4/27/2014	4/27/2014	0.50	\$225.00	\$112.50
David Brooks	TSA	TSA RFP Analysis	4/24/2014	4/30/2014	15.00	\$170.00	\$2,550.00

**\$10,382.50**

**\$225.00**

**\$225.00**

**\$367.50**

**\$510.00**

**\$170.00**

**\$340.00**

**\$1,020.00**

**\$340.00**

**\$340.00**

**\$333.75**

**\$112.50**

**\$2,550.00**

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
James Prophete	TSA	TSA RFP Analysis	4/29/2014	4/29/2014	6.00	\$170.00	\$1,020.00
Michelle Nathan	TSA	Attend Bid Opening	4/17/2014	4/17/2014	1.50	\$170.00	\$255.00
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Voluntary RFP Analysis	4/3/2014	4/3/2014	1.00	\$225.00	\$225.00
Barbara Crowe	Voluntary	Voluntary RFP Analysis / Review with Staff	4/6/2014	4/10/2014	12.00	\$225.00	\$2,700.00
Barbara Crowe	Voluntary	Voluntary RFP Analysis Meeting With Bob V.	4/14/2014	4/14/2014	11.50	\$225.00	\$2,587.50
Barbara Crowe	Voluntary	Voluntary RFP Clarification calls, analysis, score sheets	4/21/2014	4/25/2014	33.50	\$225.00	\$7,537.50
Barbara Crowe	Voluntary	Voluntary RFP Preparation/Executive Summary	4/27/2014	4/29/2014	19.50	\$225.00	\$4,387.50
Barbara Crowe	Voluntary	Voluntary RFP RFP SIAC Meeting	4/30/2014	4/30/2014	9.50	\$225.00	\$2,137.50
David Brooks	Voluntary	Voluntary RFP Analysis	4/1/2014	4/23/2014	79.50	\$170.00	\$13,515.00
Jeff Angello	Voluntary	Voluntary RFP RFP SIAC Meeting	4/30/2014	4/30/2014	8.00	\$240.00	\$1,920.00
Jeff Angello	Voluntary	Prep for SIAC	4/29/2014	4/29/2014	2.00	\$240.00	\$480.00
Jeff Angello	Voluntary	Review RFP	4/23/2014	4/23/2014	2.00	\$240.00	\$480.00
Garrett Moore	Voluntary	Voluntary Analysis	4/23/2014	4/23/2014	2.00	\$170.00	\$340.00
Jeff Reagan	Voluntary	Voluntary Analysis	4/23/2014	4/23/2014	2.00	\$170.00	\$340.00
Paul Hebert	Voluntary	Voluntary Analysis	4/2/2014	4/4/2014	8.00	\$225.00	\$1,800.00
Paul Hebert	Voluntary	Voluntary Analysis	4/16/2014	4/18/2014	11.00	\$225.00	\$2,475.00
Glen Volk	Voluntary	Review financial reports	4/28/2014	4/28/2014	1.50	\$285.00	\$427.50
Lydia Bautista	Voluntary	Voluntary Analysis	4/10/2014	4/23/2014	20.50	\$170.00	\$3,485.00
Maria Selvaggio	Voluntary	Voluntary Analysis	4/15/2014	4/23/2014	26.50	\$170.00	\$4,505.00
Michelle Nathan	Voluntary	Voluntary Analysis	4/7/2014	4/29/2014	43.50	\$170.00	\$7,395.00
Michelle Nathan	Voluntary	Vendor Clarification Calls and Follow up	4/7/2014	4/25/2014	7.00	\$170.00	\$1,190.00
Michelle Nathan	Voluntary	Bob Vignola Meeting, SIAC meeting	4/17/2014	4/30/2014	9.00	\$170.00	\$1,530.00
Michelle Nathan	Voluntary	RFP review and Follow up questions	4/2/2014	4/10/2014	8.25	\$170.00	\$1,402.50
Martene Parker	Voluntary	Analysis	4/5/2014	4/5/2014	5.00	\$170.00	\$850.00
Yvonne Blackford	Voluntary	Analysis	4/21/2014	4/23/2014	10.00	\$170.00	\$1,700.00
Mary K. Lantz	Voluntary	Analysis	4/23/2014	4/23/2014	2.50	\$170.00	\$425.00
Carmen Frost	Voluntary	Analysis	4/7/2014	4/25/2014	30.00	\$170.00	\$5,100.00
James Prophete	Voluntary	Voluntary Analysis	4/2/2014	4/23/2014	84.50	\$170.00	\$14,365.00

**\$100,626.25**

**Grand Total**

**\$83,130.00**



ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

Invoice #53177  
Date: 06/25/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2013-5/31/2014 Health & Welfare Consulting

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
05/01/14	May 2014 Health & Welfare Consulting Fees	US\$77,812.50

Date Goods/Services Received: _____	
Received By: _____	8/13/14
Approval _____	Date _____

Total US\$77,812.50

ATTACHMENT 2

Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Process data, Load tables, and Peer review	5/12/2014	5/23/2014	11.00	\$170.00	\$1,870.00
Eli Perelsheyn, Feldman, Holloway	Data Warehouse	Comp Factors/ Norms	5/14/2014	5/20/2014	2.50	\$170.00	\$425.00
							<b>\$2,295.00</b>
<b>FSA RFP</b>							
Glen Volk	FSA RFP	Financial Review	5/1/2014	5/1/2014	1.50	\$285.00	\$427.50
<b>Dental/Vision Renewals</b>							
Barbara Crowe	Dental/Vision Renewals	Renewals Dental/Vision Presentation	5/12/2014	5/13/2014	6.00	\$225.00	\$1,350.00
Barbara Crowe	Dental/Vision Renewals	Dental/Vision Contract	5/19/2014	5/19/2014	1.50	\$225.00	\$337.50
Barbara Crowe	Dental/Vision Renewals	Medical Discussion	5/23/2014	5/23/2014	1.00	\$225.00	\$225.00
Glen Volk	Dental/Vision Renewals	Analysis and call with MetLife	5/12/2014	5/13/2014	2.50	\$285.00	\$712.50
Glen Volk	Dental/Vision Renewals	Attend SIAC Meeting	5/14/2014	5/14/2014	4.50	\$285.00	\$1,282.50
Michelle Nathán	Dental/Vision Renewals	Claims analysis and 2015 renewal review	5/5/2014	5/13/2014	17.00	\$170.00	\$2,890.00
Michelle Nathán	Dental/Vision Renewals	SIAC Committee Meeting	5/14/2014	5/14/2014	2.00	\$170.00	\$340.00
Michelle Nathán	Dental/Vision Renewals	Prepare Contracts with SBBC	5/19/2014	5/19/2014	3.00	\$170.00	\$510.00
							<b>\$7,647.50</b>
<b>TSA</b>							
Barbara Crowe	TSA	TSA RFP Analysis	5/15/2014	5/30/2014	62.50	\$225.00	\$14,062.50
Jeff Angello	TSA	Prep for and Attend SIAC meeting	5/7/2014	5/14/2014	11.00	\$240.00	\$2,640.00
Paul Hebert	TSA	Peer Review Experience & Qual for Mutual Funds	5/13/2014	5/14/2014	6.00	\$225.00	\$1,350.00
Paul Hebert	TSA	Evaluation/Peer Review	5/28/2014	5/30/2014	19.00	\$225.00	\$4,275.00
Paul Hebert	TSA	Meeting with Bob Vignola	5/29/2014	5/29/2014	2.00	\$225.00	\$450.00
David Brooks	TSA	TSA Analysis	5/12/2014	5/30/2014	87.00	\$170.00	\$14,790.00
James Prophete	TSA	TSA Analysis	5/1/2014	5/30/2014	124.50	\$170.00	\$21,165.00
Carmen Frost	TSA	TSA Analysis	5/22/2014	5/28/2014	7.00	\$170.00	\$1,190.00
Michelle Nathán	TSA	TSA Analysis	5/15/2014	5/30/2014	16.50	\$170.00	\$2,805.00
Lydia Bautista	TSA	TSA Analysis	5/27/2014	5/29/2014	10.50	\$170.00	\$1,785.00
							<b>\$64,512.50</b>
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Prep Voluntary RFP SIAC - Neg.	5/12/2014	5/13/2014	3.00	\$225.00	\$675.00
Barbara Crowe	Voluntary	SIAC Meeting - Renewals/ Voluntary RFP	5/14/2014	5/14/2014	7.00	\$225.00	\$1,575.00
Michelle Nathán	Voluntary	SIAC Committee Meeting	5/14/2014	5/14/2014	4.00	\$170.00	\$680.00
							<b>\$2,930.00</b>

Grand Total

**\$77,812.50**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



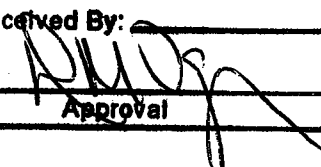

Arthur J. Gallagher & Co.  
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Invoice #53814  
Date: 07/10/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
06/01/14	June 2014 Consulting Fees	US\$85,013.75

Date Goods/Services Received: _____	
Received By:  Approval	 Date

Total US\$85,013.75

Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Dental/Vision</b>							
Barbara Crowe	Dental/Vision	Executive Summary Review	6/26/2014	6/26/2014	1.00	\$225.00	\$225.00
Michelle Nathan	Dental/Vision	Review Executive Summary of Dental/Vision Renewals	6/26/2014	6/26/2014	1.00	\$170.00	\$170.00
<b>FSA</b>							
Barbara Crowe	FSA	Agreement Review, transcripts, revisions	6/25/2014	6/25/2014	2.50	\$225.00	\$562.50
Michelle Nathan	FSA	Review 2015 FSA Agreement with Client	6/30/2014	6/30/2014	0.50	\$170.00	\$85.00
Michelle Nathan	FSA	Review 2015 FSA Agreement	6/25/2014	6/25/2014	4.00	\$170.00	\$680.00
<b>Life</b>							
Barbara Crowe	Life	Review Cert's on Life Insurance	6/26/2014	6/26/2014	2.50	\$225.00	\$562.50
Barbara Crowe	Life	Review Cert's on Life Insurance	6/30/2014	6/30/2014	3.50	\$225.00	\$787.50
Michelle Nathan	Life	Review 2014 Life Certificates of Insurance	6/26/2014	6/27/2014	2.50	\$170.00	\$425.00
Michelle Nathan	Life	Review 2014 Life Certificates of Insurance	6/30/2014	6/30/2014	4.50	\$170.00	\$765.00
<b>Medical</b>							
Glen Volk	Medical	Plan Change Analysis	6/5/2014	6/5/2014	3.00	\$285.00	\$855.00
Glen Volk	Medical	Scenario Development	6/9/2014	6/11/2014	2.50	\$285.00	\$712.50
Glen Volk	Medical	Discussion Re: Scenarios	6/19/2014	6/19/2014	1.00	\$225.00	\$225.00
Barbara Crowe	Medical	SPD Review	6/20/2014	6/20/2014	3.00	\$225.00	\$675.00
Barbara Crowe	Medical	SPD Review Medical	6/23/2014	6/24/2014	9.00	\$225.00	\$2,025.00
Paul Hebert	Medical	Review SPD	6/25/2014	6/25/2014	1.00	\$225.00	\$225.00
Paul Hebert	Medical	Question Re: Divorce + plan change	6/23/2014	6/23/2014	0.50	\$225.00	\$112.50
Mark Bogert	Medical	Update Forecast	6/9/2014	6/9/2014	3.00	\$170.00	\$510.00
Mark Bogert	Medical	Update Forecast	6/5/2014	6/5/2014	3.00	\$170.00	\$510.00
Michelle Nathan	Medical	Prepare Medical Renewal Info	6/9/2014	6/9/2014	0.50	\$170.00	\$85.00
Michelle Nathan	Medical	Review 2014 Medical SPDs	6/20/2014	6/20/2014	3.00	\$170.00	\$510.00
Michelle Nathan	Medical	Review 2014 Medical SPDs	6/23/2014	6/24/2014	9.00	\$170.00	\$1,530.00
<b>Miscellaneous</b>							
Sajeew	Data Warehouse	Review/Update Database	6/2/2014	6/2/2014	1.00	\$170.00	\$170.00
<b>TSA</b>							
Barbara Crowe	TSA	TSA RFP Client Calls Score Sheets	6/1/2014	6/7/2014	22.50	\$225.00	\$5,062.50
Barbara Crowe	TSA	TSA RFP Clarification Discussion, Minimum Eligibility-Discuss with Bob V. Score Sheets Prep SIAC	6/8/2014	6/13/2014	30.00	\$225.00	\$6,750.00
Barbara Crowe	TSA	Review Protest Request	6/17/2014	6/18/2014	1.00	\$225.00	\$225.00
Glen Volk	TSA	Financial Review	6/10/2014	6/10/2014	1.50	\$285.00	\$427.50
Jeff Angello	TSA	Review Protest Letters	6/18/2014	6/18/2014	1.25	\$240.00	\$300.00
Jeff Angello	TSA	Review RFP	6/5/2014	6/9/2014	6.50	\$240.00	\$1,560.00
Jeff Angello	TSA	SIAC	6/11/2014	6/11/2014	8.00	\$240.00	\$1,920.00
Paul Hebert	TSA	SIAC Evaluation Meeting	6/11/2014	6/12/2014	14.00	\$225.00	\$3,150.00

Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Paul Hebert	TSA	Prep for Evaluation Meeting	6/9/2014	6/12/2014	7.50	\$225.00	\$1,687.50
Paul Hebert	TSA	Analysis	6/1/2014	6/4/2014	16.50	\$225.00	\$3,712.50
Bart Burkhardt	TSA	RFP Review / Meeting Preparation	6/2/2014	6/9/2014	18.75	\$225.00	\$4,218.75
Bart Burkhardt	TSA	SIAC Meeting	6/11/2014	6/12/2014	18.50	\$225.00	\$4,162.50
Gerry Desmond	TSA	TSA RFP Analysis	6/2/2014	6/2/2014	12.00	\$225.00	\$2,700.00
Gerry Desmond	TSA	TSA RFP SIAC meeting and prep	6/9/2014	6/12/2014	28.00	\$225.00	\$6,300.00
David Brooks	TSA	RFP Analysis	6/2/2014	6/6/2014	39.00	\$170.00	\$6,630.00
David Brooks	TSA	TSA RFP Analysis, Prep for and attend SIAC Meeting	6/9/2014	6/11/2014	26.50	\$170.00	\$4,505.00
Lydia Baufista	TSA	RFP Analysis	6/2/2014	6/3/2014	18.00	\$170.00	\$3,060.00
Mark Bogert	TSA	Financial Review	6/2/2014	6/2/2014	1.00	\$170.00	\$170.00
Michelle Nathan	TSA	RFP Prep and Analysis	6/1/2014	6/6/2014	29.50	\$170.00	\$5,015.00
Michelle Nathan	TSA	RFP Prep and Analysis	6/9/2014	6/12/2014	14.00	\$170.00	\$2,380.00
Michelle Nathan	TSA	SIAC Meeting	6/12/2014	6/12/2014	6.50	\$170.00	\$1,105.00
Carmen Frost	TSA	TSA RFP Analysis	6/9/2014	6/10/2014	9.50	\$170.00	\$1,615.00
Carmen Frost	TSA	TSA RFP Analysis	6/3/2014	6/3/2014	3.50	\$170.00	\$595.00
James Prophete	TSA	TSA Analysis	6/2/2014	6/3/2014	13.50	\$170.00	\$2,295.00
Maria Selvaggio	TSA	TSA Analysis	6/2/2014	6/3/2014	18.00	\$170.00	\$3,060.00
<b>Grand Total</b>							<b>\$72,606.25</b>

Grand Total

**\$85,013.75**

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, FL 33351  
US



**Arthur J. Gallagher & Co.**  
BUSINESS WITHOUT BARRIERS™

Invoice #56764  
Date: 08/14/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT:

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
07/01/14	July 2014 Health & Welfare Consulting Services	US\$17,485.00

Date Goods/Services Received: _____	
Received By: _____	
Approval: _____	Date: _____

**Total** US\$17,485.00

July Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Download Data	7/11/2014	7/11/2014	1.50	\$170.00	\$255.00
<b>IBNR</b>							
Glen Yoik	IBNR	Request data; Review IBNR	7/23/2014	7/25/2014	3.00	\$285.00	\$855.00
Wendling LJ	IBNR	Prepare IBNR draft	7/25/2014	7/25/2014	3.00	\$285.00	\$855.00
<b>Life</b>							
Barbara Crowe	Life	Life Cert Discussion Conference Call with Dan Reed	7/8/2014	7/9/2014	6.00	\$225.00	\$1,350.00
Barbara Crowe	Life	Life - Cert - Followup	7/15/2014	7/15/2014	0.25	\$225.00	\$56.25
Michelle Nathan	Life	Review Life Certs with Client/Vendor	7/7/2014	7/9/2014	5.75	\$170.00	\$977.50
<b>Medical</b>							
Michelle Nathan	Medical	Send and Review SPD with Vendor	7/7/2014	7/7/2014	0.25	\$170.00	\$42.50
Michelle Nathan	Medical	Benchmark Review	7/3/2014	7/3/2014	0.25	\$170.00	\$42.50
Michelle Nathan	Medical	Provide SPD Review/Changes	7/24/2014	7/25/2014	4.00	\$170.00	\$680.00
<b>Miscellaneous</b>							
Michelle Nathan	Dental and Vision Benchmarking	Provide template for a benchmark analysis	7/3/2014	7/3/2014	0.25	\$170.00	\$42.50
<b>TSA Protest</b>							
Barbara Crowe	TSA Protest	Conference call with Bob Vignola Re: Public Records Request	7/14/2014	7/15/2014	0.75	\$225.00	\$168.75
Barbara Crowe	TSA Protest	Protest Review/Public Request Review	7/14/2014	7/15/2014	1.00	\$225.00	\$225.00
Barbara Crowe	TSA Protest	Review Formal Protest	7/3/2014	7/3/2014	0.25	\$225.00	\$56.25
Barbara Crowe	TSA Protest	Meeting Re: Protest Review and develop response to protest attend	7/21/2014	7/24/2014	17.00	\$225.00	\$3,825.00
Jeff Angello	TSA Protest	Protest Review/Public Request Review	7/7/2014	7/7/2014	1.00	\$240.00	\$240.00
Jeff Angello	TSA Protest	Meeting prep	7/22/2014	7/22/2014	1.00	\$240.00	\$240.00
Jeff Angello	TSA Protest	Review Protest Material	7/24/2014	7/26/2014	8.00	\$240.00	\$1,920.00
Jeff Angello	TSA Protest	Protest Hearing Review	7/31/2014	7/31/2014	1.00	\$240.00	\$240.00
Michelle Nathan	TSA Protest	Review/Discuss Letter of Protest	7/7/2014	7/9/2014	1.25	\$170.00	\$212.50
Michelle Nathan	TSA Protest	Review TSA Protest	7/15/2014	7/15/2014	1.00	\$170.00	\$170.00
Michelle Nathan	TSA Protest	Prep for Protest Hearing	7/21/2014	7/24/2014	14.00	\$170.00	\$2,380.00
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Voluntary Contract Review/Revisions	7/28/2014	7/30/2014	7.00	\$225.00	\$1,575.00
Barbara Crowe	Voluntary	Payflex Review Discussion	7/29/2014	7/29/2014	0.25	\$225.00	\$56.25
Michelle Nathan	Voluntary	Review Vendor's Voluntary Agreements	7/29/2014	7/30/2014	6.00	\$170.00	\$1,020.00
<b>Grand Total</b>							<b>\$17,485.00</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



Arthur J. Gallagher & Co.

BUSINESS WITHOUT BARRIERS™

Invoice #61158  
Date: 11/25/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
09/01/14	September 2014 Monthly Consulting Services	US\$42,500.00

Date Goods/Services Received: _____
Received By: _____
Approval: _____
Date: 12/13/14

Total US\$42,500.00



Member Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>2015 Medical Renewal</b>							
Glen Volk	2015 Medical Renewal	Dependent plan Options	8/16/2014	8/16/2014	1.50	\$285.00	\$427.50
Glen Volk	2015 Medical Renewal	Dependent plan Options	8/24/2014	8/24/2014	3.00	\$285.00	\$855.00
<b>Data Warehouse</b>							
Christopher Diorio	Data Warehouse	Completion factors	9/2/2014	9/2/2014	1.00	\$170.00	\$170.00
Feldman	Data Warehouse	Develop benchmarks	9/2/2014	9/3/2014	4.25	\$170.00	\$722.50
Lopresti	Data Warehouse	Develop norms	9/2/2014	9/2/2014	2.00	\$170.00	\$340.00
Donna Pense	Data Warehouse	Load norms, CF	9/4/2014	9/4/2014	2.00	\$170.00	\$340.00
Donna Pense	Data Warehouse	Move to production	9/16/2014	9/16/2014	0.75	\$170.00	\$127.50
Sajeev	Data Warehouse	Populate Warehouse	9/17/2014	9/18/2014	1.00	\$170.00	\$170.00
<b>FSA</b>							
Barbara Crowe	FSA	Board Meeting/ Prep	9/15/2014	9/16/2014	5.00	\$225.00	\$1,125.00
<b>Life</b>							
Barbara Crowe	Life	Follow Up	9/9/2014	9/9/2014	0.50	\$225.00	\$112.50
<b>Medical</b>							
Barbara Crowe	Medical	Dep Options	9/25/2014	9/25/2014	1.00	\$225.00	\$225.00
Barbara Crowe	Medical	Medical SPD's Review Changes	9/30/2014	9/30/2014	1.00	\$225.00	\$225.00
<b>RFP</b>							
Barbara Crowe	RFP	Retirement/Third Party/Timeline	9/29/2014	9/29/2014	1.00	\$225.00	\$225.00
<b>Medicare Part D</b>							
Michelle Nathan	Medicare Part D	Provide SBBC Medicare Part D Information	9/10/2014	9/10/2014	0.25	\$170.00	\$42.50
<b>TSA Protest</b>							
Barbara Crowe	TSA	TSA Protest-Review Doc's, etc	9/9/2014	9/12/2014	8.50	\$225.00	\$1,912.50
Barbara Crowe	TSA	Protest- Review/Prep	9/17/2014	9/19/2014	17.50	\$225.00	\$3,937.50
Barbara Crowe	TSA	TSA Protest Prep/Review	9/23/2014	9/27/2014	20.50	\$225.00	\$4,612.50
Barbara Crowe	TSA	TSA Protest	9/29/2014	9/30/2014	9.00	\$225.00	\$2,025.00
Barbara Crowe	TSA	TSA Protest	9/2/2014	9/5/2014	2.50	\$225.00	\$562.50
Jeff Angello	TSA Protest	Review/Data/Research/Prep	9/2/2014	9/5/2014	12.50	\$240.00	\$3,000.00

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Member Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Jeff Angello	TSA Protest	Conf/Protest/Research/Review	9/15/2014	9/19/2014	11.00	\$240.00	\$2,640.00
Jeff Angello	TSA Protest	TSA Protest Prep Research	9/24/2014	9/27/2014	9.50	\$240.00	\$2,280.00
Jeff Angello	TSA	Protest Review/Data Research/Prep	9/9/2014	9/12/2014	7.00	\$240.00	\$1,680.00
Jeff Angello	TSA Protest	Protest	9/28/2014	9/30/2014	7.00	\$240.00	\$1,680.00
Charles Tipping	TSA Protest	Review and Note January 9th Transcripts	9/18/2014	9/18/2014	1.5	\$170.00	\$255.00
David Brooks	TSA Protest	Review Research	9/23/2014	9/24/2014	5.00	\$170.00	\$850.00
Garrett Moore	TSA Protest	Protest Project	9/12/2014	9/12/2014	0.50	\$170.00	\$85.00
Paul Hebert	TSA Protest	Review protest documents	9/18/2014	9/18/2014	2.00	\$225.00	\$450.00
Lydia Bautisa	TSA Protest	Protest Review	9/18/2014	9/18/2014	1.00	\$170.00	\$170.00
Michelle Nathan	TSA Protest	Protest	9/2/2014	9/5/2014	14.00	\$170.00	\$2,380.00
Michelle Nathan	TSA Protest	Protest	9/15/2014	9/18/2014	10.50	\$170.00	\$1,785.00
Michelle Nathan	TSA Protest	Protest Preparation	9/26/2014	9/26/2014	1.50	\$170.00	\$255.00
Michelle Nathan	TSA Protest	Protest Preparation	9/8/2014	9/12/2014	17.00	\$170.00	\$2,890.00
Maria Selvaggio	Research	Research 1:30-4:30	9/23/2014	9/23/2014	3.00	\$170.00	\$510.00
Maria Selvaggio	Research	Research	9/24/2014	9/24/2014	1.00	\$170.00	\$170.00
Michelle Nathan	TSA Protest	Review protest	9/22/2014	9/25/2014	16.00	\$170.00	\$2,720.00
							\$36,850.00
<b>ATTACHMENT 2</b>							
<b>Voluntary</b>							
Barbara Crowe	Voluntary	Board Meeting/ Prep	9/15/2014	9/16/2014	1.50	\$225.00	\$337.50
Jeff Angello	Voluntary	Voluntary/SA Board Meeting Review	9/15/2014	9/15/2014	0.50	\$240.00	\$120.00
Michelle Nathan	Voluntary	Provide Info for Board Meeting	9/16/2014	9/16/2014	0.50	\$170.00	\$85.00
							\$542.50
<b>Grand Total</b>							<b>\$42,500.00</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



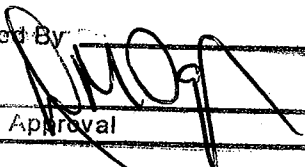
Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

Invoice #59784  
Date: 10/30/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT:

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
10/30/14	September 2014 Consulting Service	US\$17,741.25

Date Goods/Services Received	
Received By	
Approval	Date

Total US\$17,741.25

Aug Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>2015 Medical Renewal</b>							
Glen Volk	2015 Medical Renewal	Rate Letter, OPM review	8/14/2014	8/15/2014	2.00	\$285.00	\$570.00
Glen Volk	2015 Medical Renewal	Spouse only analysis	8/20/2014	8/20/2014	1.50	\$285.00	\$427.50
							<b>\$997.50</b>
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Process Data	8/7/2014	8/8/2014	5.25	\$170.00	\$892.50
Donna Pense	Data Warehouse	Process Data/ project lead	8/18/2014	8/21/2014	4.50	\$170.00	\$765.00
Feldman	Data Warehouse	Dev norms & comp factors	8/21/2014	8/22/2014	4.25	\$170.00	\$722.50
							<b>\$2,380.00</b>
<b>Life</b>							
Barbara Crowe	Life	Life Insurance	8/21/2014	8/21/2014	3.00	\$225.00	\$675.00
Barbara Crowe	Life	Life Certs	8/25/2014	8/25/2014	4.00	\$225.00	\$900.00
Michelle Nathan	Life	Review Life Certificate of Coverage	8/20/2014	8/22/2014	3.75	\$170.00	\$637.50
Michelle Nathan	Life	Review Life Contracts with Client & Vendor	8/25/2014	8/26/2014	4.25	\$170.00	\$722.50
							<b>\$2,935.00</b>
<b>Medical</b>							
Barbara Crowe	Medical	SPD Medical	8/18/2014	8/22/2014	2.00	\$225.00	\$450.00
Barbara Crowe	Medical	Medical SPD's	8/4/2014	8/8/2014	2.25	\$225.00	\$506.25
Barbara Crowe	Medical	SPD	8/25/2014	8/25/2014	0.50	\$225.00	\$112.50
Barbara Crowe	Medical	SPD Medical	8/15/2014	8/15/2014	2.00	\$225.00	\$450.00
Paul Hebert	Medical	Questions on Opt Out Email Ronley & Glenn	8/14/2014	8/14/2014	0.75	\$225.00	\$168.75
Michelle Nathan	Medical	Medical SPD Review	8/13/2014	8/15/2014	1.50	\$170.00	\$255.00
Michelle Nathan	Medical	Review/Discuss Plan Design Changes	8/19/2014	8/22/2014	0.75	\$170.00	\$127.50
Michelle Nathan	Medical	Review SPD with Coventry	8/8/2014	8/8/2014	1.50	\$170.00	\$255.00
Michelle Nathan	Medical	SPD Document	8/18/2014	8/18/2014	0.25	\$170.00	\$42.50
Michelle Nathan	Medical	Review Medical SPD with Client	8/25/2014	8/25/2014	0.50	\$170.00	\$85.00
							<b>\$2,452.50</b>
<b>TSA Protest</b>							
Barbara Crowe	TSA Protest	Protest Request	8/25/2014	8/27/2014	1.75	\$225.00	\$393.75
Barbara Crowe	TSA Protest	Review/Research	8/28/2014	8/29/2014	5.00	\$225.00	\$1,125.00
David Brooks	TSA Protest	TSA RFP Protest research	8/28/2014	8/29/2014	6.00	\$170.00	\$1,020.00
Michelle Nathan	TSA Protest	Discuss Protest Timeline/Deli	8/25/2014	8/25/2014	0.25	\$170.00	\$42.50
Jeff Angello	TSA Protest	Conference Call Protest	8/27/2014	8/28/2014	3.00	\$240.00	\$720.00
Jeff Angello	TSA Protest	Depo Protest Review	8/26/2014	8/28/2014	5.00	\$240.00	\$1,200.00

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Aut Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Voluntary ✓							\$4,501.25
Barbara Crowe	Voluntary	Voluntary Agreements	8/1/2014	8/1/2014	1.00	\$225.00	\$225.00
Barbara Crowe	Voluntary	Voluntary Agreements	8/4/2014	8/7/2014	6.50	\$225.00	\$1,462.50
Barbara Crowe	Voluntary	Voluntary Agreements	8/12/2014	8/12/2014	2.00	\$225.00	\$450.00
Michelle Nathan	Voluntary	Review Agreements	8/1/2014	8/1/2014	1.25	\$170.00	\$212.50
Michelle Nathan	Voluntary	Review Agreements	8/11/2014	8/13/2014	1.50	\$170.00	\$255.00
Michelle Nathan	Voluntary	Discuss Renewal Timeline with Client	8/25/2014	8/25/2014	0.25	\$170.00	\$42.50
Michelle Nathan	Voluntary	Review Voluntary Agreements	8/4/2014	8/8/2014	10.75	\$170.00	\$1,827.50
<b>Grand Total</b>							<b>\$17,741.25</b>

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US




Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

Invoice #61156  
Date: 11/25/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
10/01/14	October 2014 Monthly Consulting Services	US\$14,983.75

Date Goods/Services Received: _____	
Received By: 	12/11/14
Approval	Date

Total US\$14,983.75

Col.	Contract Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Medical</b>								
Barbara Crowe	Medical		Prep/Modeling	10/8/2014	10/9/2014	3.00	\$225.00	\$675.00
Barbara Crowe	Medical		SPD's-Review	10/10/2014	10/10/2014	1.00	\$225.00	\$225.00
Paul Hebert	Medical		Exchange Presentation	10/3/2014	10/5/2014	8.00	\$225.00	\$1,800.00
Paul Hebert	Medical		Calls with Dildra; Retiree List Upload for 2015 Application	10/17/2014	10/17/2014	0.75	\$225.00	\$168.75
Michelle Nathan	Medical		Medical Agenda- Discuss 10/9 Agenda Item	10/7/2014	10/7/2014	1.50	\$170.00	\$255.00
								<b>\$3,123.75</b>

<b>Medicare Part D</b>								
Christopher Diorio	Medicare Part D		Evaluation	10/1/2014	10/1/2014	2.50	\$170.00	\$425.00
Mark Bogert	Medicare Part D		Evaluation	10/1/2014	10/1/2014	2.00	\$170.00	\$340.00
Glen Volk	Medicare Part D		Review	10/9/2014	10/9/2014	0.50	\$285.00	\$142.50
Glen Volk	Medicare Part D		Retiree List	10/13/2014	10/17/2014	2.50	\$285.00	\$712.50
								<b>\$1,620.00</b>

<b>Plan Design</b>								
Glen Volk	Plan Design		Dependent Plan	10/1/2014	10/1/2014	2.50	\$285.00	\$712.50
Glen Volk	Plan Design		Dependent Plan- SIWAC Meeting	10/9/2014	10/9/2014	3.50	\$285.00	\$997.50
Jeff Angello	Plan Design		SIWAC Meeting Benefit Modeling	10/9/2014	10/9/2014	6.50	\$240.00	\$1,560.00
								<b>\$3,270.00</b>

<b>RFP</b>								
Paul Hebert	RFP-Spacial Pay		Reviewed Draft RFP	10/7/2014	10/7/2014	2	\$225.00	\$450.00
Paul Hebert	RFP-TPA		Reviewed Draft RFP	10/3/2014	10/6/2014	5.00	\$225.00	\$1,125.00
								<b>\$1,575.00</b>

<b>TSA</b>								
Barbara Crowe	TSA		TSA Protest Prep	10/1/2014	10/1/2014	2.00	\$225.00	\$450.00
Barbara Crowe	TSA		TSA Protest- Write Up/Review Revised Stip	10/29/2014	10/31/2014	5.00	\$225.00	\$1,125.00
Garrett Moore	TSA RecordKeeper		Peer Review Recordkeeper RFP	10/30/2014	10/31/2014	2.00	\$170.00	\$340.00
Jeff Angello	TSA		Prep	10/7/2014	10/7/2014	3.00	\$240.00	\$720.00
Jeff Angello	TSA		Protest Hearing TSA/LSW	10/1/2014	10/1/2014	7.00	\$240.00	\$1,680.00
Jeff Angello	TSA		Protest Preparation	10/25/2014	10/25/2014	4.50	\$240.00	\$1,080.00
								<b>\$5,395.00</b>

Grand Total

**\$14,983.75**

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



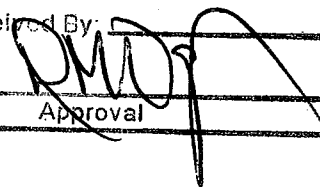
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Invoice #61228  
Date: 11/26/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

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<https://www.paybill.com/GBSePAY>

Date	Notes	Total
11/01/14	November 2014	US\$33,778.75

Date Goods/Services Received: _____	
Received By: 	12/1/14
Approval	Date

Total US\$33,778.75



Contract Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Donna Pense	Data Warehouse	Process medical & eligibility	11/10/2014	11/12/2014	9.75	\$170.00	\$1,667.50
Donna Pense	Data Warehouse	CRgX; Translations	11/20/2014	11/21/2014	2.75	\$170.00	\$467.50
Christopher Diorio	Data Warehouse	Comp Factors/benchmarks	11/20/2014	11/20/2014	1.00	\$170.00	\$170.00
Feldman	Data Warehouse	Comp Factors/Benchmarks-Feldman	11/18/2014	11/18/2014	1.00	\$170.00	\$170.00
							<b>\$2,465.00</b>

Contract Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Medical</b>							
Barbara Crowe	Medical	Private Exchange Presentation/Data	11/3/2014	11/6/2014	15.50	\$225.00	\$3,487.50
Barbara Crowe	Medical	Formulary	11/3/2014	11/6/2014	1.50	\$225.00	\$337.50
Barbara Crowe	Medical	Dependent Plans/Workforce	11/3/2014	11/5/2014	2.00	\$225.00	\$450.00
Barbara Crowe	Medical	Formulary	11/10/2014	11/12/2014	2.00	\$225.00	\$450.00
Barbara Crowe	Medical	Board Workshop/Prep Vital MD	11/17/2014	11/18/2014	6.50	\$225.00	\$1,462.50
Barbara Crowe	Medical	Formulary	11/17/2014	11/18/2014	2.50	\$225.00	\$562.50
Barbara Crowe	Medical	Vital MD	11/19/2014	11/21/2014	5.00	\$225.00	\$1,125.00
Barbara Crowe	Medical	Term of Boca Comm	11/24/2014	11/24/2014	0.50	\$225.00	\$112.50
Barbara Crowe	Medical	Formulary- F/U	11/24/2014	11/24/2014	0.50	\$225.00	\$112.50
Barbara Crowe	Medical	Vital MD	11/12/2014	11/13/2014	1.00	\$225.00	\$225.00
Barbara Crowe	Medical	Cabinet-Private Exchange	11/17/2014	11/20/2014	0.50	\$225.00	\$112.50
Paul Hebert	Medical	Private Exchange Presentation	11/17/2014	11/17/2014	1.00	\$225.00	\$225.00
Michelle Nathan	Medical	Medical Cost + Plan Discuss Notes Illustrations	11/25/2014	11/25/2014	0.50	\$170.00	\$85.00
Michelle Nathan	Medical	Boca Community Aetna reports for termed contractor	11/25/2014	11/25/2014	0.50	\$170.00	\$85.00
Michelle Nathan	Medical RX Formulary	Coventry/Aetna 2015 Formulary Changes	11/18/2014	11/18/2014	1.25	\$170.00	\$212.50
Michelle Nathan	Medical Vital MD	Vital MD Termination	11/18/2014	11/18/2014	1.00	\$170.00	\$170.00
Jeff Angello	Medical	Private Exchange Presentation	11/4/2014	11/5/2014	5.50	\$240.00	\$1,320.00
Jeff Angello	Medical	Meeting with SBBC regarding Private Exchange	11/5/2014	11/5/2014	2.00	\$240.00	\$480.00
Jeff Angello	Medical	Prep for Comm. Meeting	11/11/2014	11/12/2014	3.50	\$240.00	\$840.00
Jeff Angello	Medical	Board Workshop Prep/Meeting	11/18/2014	11/18/2014	1.50	\$240.00	\$360.00
Jeff Angello	Medical	Private Exchange/Cabinet	11/20/2014	11/20/2014	1.00	\$240.00	\$240.00
Jeff Angello	Medical	Vital MD	11/15/2014	11/15/2014	1.50	\$240.00	\$360.00
							<b>\$12,815.00</b>
<b>Medicare</b>							
Glen Volk	Medicare Part D	Retiree List	11/10/2014	11/14/2014	2.50	\$285.00	\$712.50
Barbara Crowe	Medicare	Medicare Notice	11/21/2014	11/21/2014	0.25	\$225.00	\$56.25
<b>Plan Design</b>							
Barbara Crowe	Plan Design	SI/ABC Prep/Discussion	11/25/2014	11/25/2014	2.50	\$225.00	\$562.50
							<b>\$768.75</b>

ATTACHMENT 2

Contract Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
Barbara Crowe	Plan Design	SIAWC Meeting/Prep/RFP's/Private Exchange	11/11/2014	11/13/2014	10.00	\$225.00	\$2,250.00
Mark Bogert	Plan Design	Dependent plan-plan values	11/4/2014	11/5/2014	1.75	\$170.00	\$297.50
Glen Volk	Plan Design	Dependent plan-plan values	11/3/2014	11/7/2014	8.50	\$285.00	\$2,422.50
Glen Volk	Plan Design	Dependent plan-plan values	11/10/2014	11/10/2014	1.50	\$285.00	\$427.50
Glen Volk	Plan Design	Attend SIWAC meeting	11/13/2014	11/13/2014	5.00	\$285.00	\$1,425.00
Glen Volk	Plan Design	Dependent Plan Models	11/25/2014	11/25/2014	1.50	\$285.00	\$427.50
Jeff Angello	Plan Design	SIAWC Meeting-Private Exchange, RFP's/Formulary	11/13/2014	11/13/2014	7.00	\$240.00	\$1,680.00
<b>RFP</b>							<b>\$9,492.50</b>
Michelle Nathan	RFP	Prepare RFP	11/25/2014	11/25/2014	1.5	\$170.00	\$255.00
Michelle Nathan	RFP-FICA Alt	RFP Draft	11/5/2014	11/7/2014	6.50	\$170.00	\$1,105.00
<b>Research</b>							<b>\$1,360.00</b>
Paul Hebert	Special Pay Plan	Research on other vendors	11/17/2014	11/17/2014	1	\$225.00	\$225.00
<b>Retirement</b>							<b>\$225.00</b>
Barbara Crowe	Retirement	Third Party RFP	11/3/2014	11/6/2014	12.00	\$225.00	\$2,700.00
Barbara Crowe	Retirement	Retirement RFP	11/3/2014	11/17/2014	3.50	\$225.00	\$787.50
Barbara Crowe	Retirement	Retirement RFP	11/17/2014	11/19/2014	3.00	\$225.00	\$675.00
David Brooks	Retirement	Review/Research-RFP Revisions	11/19/2014	11/20/2014	1.75	\$170.00	\$297.50
Michelle Nathan	Retirement	Prepare RFP	11/5/2014	11/5/2014	3.00	\$170.00	\$510.00
<b>RX Formulary</b>							<b>\$4,970.00</b>
Michelle Nathan	RX Formulary	Aetna formulary for 2015	11/25/2014	11/25/2014	0.50	\$170.00	\$85.00
<b>TSA</b>							<b>\$85.00</b>
Barbara Crowe	TSA	TSA Protest	11/7/2014	11/7/2014	1.50	\$225.00	\$337.50
Barbara Crowe	TSA	Protest review Final Write up Revisions/Conference call Mr. Vigno	11/11/2014	11/13/2014	4.00	\$225.00	\$900.00
Jeff Angello	TSA	TSA Protest-Review Write up	11/14/2014	11/14/2014	1.50	\$240.00	\$360.00
<b>Grand Total</b>							<b>\$1,597.50</b>

ATTACHMENT 2

\$33,778.75

ATTACHMENT 2

Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Remit To  
Gallagher Benefit Services, Inc.  
Two Pierce Place - 14th Floor  
Itasca, IL 60143

Broward County School Board  
7770 W. Oakland Park Boulevard  
1st Floor  
Sunrise, fl 33351  
US



Arthur J. Gallagher & Co.  
BUSINESS WITHOUT BARRIERS™

Invoice #62949  
Date: 12/30/14  
Terms: Pay Upon Receipt  
Engagement: 6/1/2014-5/31/2015 Health & Welfare Consulting Services

\*\*\*IF YOU PREFER TO PAY YOUR INVOICE ELECTRONICALLY (VISA, MASTERCARD OR ELECTRONIC FUNDS TRANSFER) PLEASE VISIT :

<https://www.paybill.com/GBSePAY>

Date	Notes	Total
12/01/14	December 2014	US\$23,566.25

Date Goods/Services Received: _____	
Received By: _____	_____
Approval	Date

Total US\$23,566.25

Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
<b>Data Warehouse</b>							
Saleev	Data Warehouse	Update tables	12/2/2014	12/2/2014	0.75	\$170.00	\$127.50
Glen Volk	Data Warehouse	Test Control data	12/1/2014	12/1/2014	1.00	\$285.00	\$285.00
Donna Pense	Data Warehouse	Data checking	12/1/2014	12/1/2014	1.75	\$170.00	\$297.50
Donna Pense	Data Warehouse	Files for US Imaging	12/17/2014	12/17/2014	1.25	\$170.00	\$212.50
<b>Formulary</b>							
Barbara Crowe	Formulary	Formulary	12/3/2014	12/5/2014	3.50	\$225.00	\$787.50
Thomas	Formulary review	Review 2015 changes	12/3/2014	12/5/2014	4.00	\$170.00	\$680.00
Thomas	Formulary review	Review 2015 changes	12/9/2014	12/11/2014	3.00	\$170.00	\$510.00
<b>Healthcare Reform</b>							
Glen Volk	Healthcare Reform	Develop TRF payment	12/5/2014	12/5/2014	3.00	\$285.00	\$855.00
<b>Medical</b>							
Barbara Crowe	Medical	TFR Fee	12/4/2014	12/4/2014	1.00	\$225.00	\$225.00
Mark Bogart	Medical Renewal	Vital MD-research	12/1/2014	12/1/2014	3.00	\$170.00	\$510.00
Mark Bogart	Medical	Dependent Model	12/1/2014	12/2/2014	6.50	\$170.00	\$1,105.00
<b>RFP</b>							
Barbara Crowe	RFP	Addendum- Retirement RFP Request Data	12/23/2014	12/23/2014	0.5	\$225.00	\$112.50
Barbara Crowe	RFP	Addendum- Retirement RFP/Data	12/15/2014	12/16/2014	0.75	\$225.00	\$168.75
Barbara Crowe	RFP	Retirement RFP	12/3/2014	12/3/2014	1	\$225.00	\$225.00
Barbara Crowe	RFP	Retirement RFP Revisions/Data Conf Call with Hugh re: Data	12/11/2014	12/12/2014	3	\$225.00	\$675.00
Michelle Nathan	RFP	FICA- Discuss timeline	12/16/2014	12/16/2014	0.25	\$170.00	\$42.50
<b>SIAWC</b>							
Barbara Crowe	SIAWC	FIU on SIAWC Meeting	12/16/2014	12/17/2014	2.00	\$225.00	\$450.00
Barbara Crowe	SIAWC	SIAWC Presentation	12/5/2014	12/6/2014	6.50	\$225.00	\$1,462.50
Barbara Crowe	SIAWC	SIAWC Presentation Meeting/Recap	12/8/2014	12/11/2014	25.50	\$225.00	\$5,737.50
Barbara Crowe	SIAWC	Budget/Call Ben Diktra	12/9/2014	12/9/2014	0.50	\$225.00	\$112.50
Jeff Angello	SIAWC	Meet with staff Re: Meeting	12/8/2014	12/8/2014	2.50	\$240.00	\$600.00
Jeff Angello	SIAWC	Prep Presentations	12/9/2014	12/9/2014	3.00	\$240.00	\$720.00
Glen Volk	SIWAC	update exhibits for SIWAC	12/5/2014	12/6/2014	5.00	\$285.00	\$1,425.00
Glen Volk	SIWAC	SIWAC pre-meeting and prep	12/8/2014	12/8/2014	6.50	\$285.00	\$1,852.50
Glen Volk	SIWAC	SIWAC pre-meeting and prep	12/9/2014	12/11/2014	9.50	\$285.00	\$2,707.50
Jeff Angello	SIWAC	SIWAC	12/11/2014	12/11/2014	7.00	\$240.00	\$1,680.00
							\$16,747.50

ATTACHMENT 2

9

De 3r Detail

Consultant Name	Project Code	Description of Project	Start Date	End Date	# of Hours	Hourly Rate	Total
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Grand Total

\$23,566.25



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES  
RUBY CRENSHAW, CPPO, DIRECTOR  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

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DR. ROSLAND OSGOOD, *Vice Chair*

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LAURIE RICH LEVINSON  
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NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

April 23, 2015

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 16-017V – Consulting Services for Employee Benefits Program**

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

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

• **M/WBE CERTIFICATION/PARTICIPATION (See Section 4.4.4 of the RFP)**

SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC, Supplier Diversity & Outreach Program Office. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.**

**REQUIRED RESPONSE FORM**

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

**PROPOSAL SUBMITTAL FORMAT**

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

**DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

**STATEMENT OF "NO RESPONSE"**

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

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

Sincerely,

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

# REQUEST FOR PROPOSALS (RFP)

## RFP 16-017V

### CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM



RFP Release Date: April 23, 2015

Written Questions Due: On or Before 5:00 p.m. ET  
April 30, 2015  
in Procurement & Warehousing Services Department

Proposals Due:\* On or Before 2:00 p.m. ET  
May 19, 2015  
in Procurement & Warehousing Services Department

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

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

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

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**REQUEST FOR PROPOSALS (RFP) 16-017V**  
**1.0 REQUIRED RESPONSE FORM**

**RELEASE DATE:** April 23, 2015

**TITLE:** CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM

This Proposal must be submitted to the **Procurement & Warehousing Services Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, May 19, 2015** and plainly marked **RFP 16-017V, Consulting Services for Employee Benefits Program**. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (both clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and 25 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 16-017V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy Proposal and the copies, the **original** hard-copy Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

**PROPOSER INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal Certification**

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

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

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

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

## 2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") is seeking the professional services of an Employee Benefits Insurance Consulting firm. SBBC desires to receive Proposals for the selection of an insurance consulting firm, specializing in employee benefit plans as described herein.

Services to be provided include assistance in the development of Request for Proposals (RFPs) under the Florida Statute Section 112.08, analysis and design of benefits plans, including Internal Revenue Code Section 125 plans coupled with assistance in plan document drafting. In addition, the insurance consulting firm will provide consulting services, as necessary, on matters relating to the employee benefits program for SBBC as more fully described in Section 4.6, Scope of Services. There is no guarantee of work as a result from award of this RFP.

SBBC periodically conducts an evaluation of the insurance marketplace for the appropriateness of its group term life insurance, disability, dental, vision, health insurance programs, voluntary supplemental plans and other benefits insurance programs. These programs further include a Section 125 Cafeteria Plan and related flexible spending account arrangements and tax shelter annuities (TSA). The insurance consultant firm selected will also assist in this endeavor for the term of the contract.

**Attachment H, Library of Benefits Booklet**, summarizes the various benefit components of the SBBC's Employee Benefits Program, which includes the components of the Cafeteria Plan/Flexible Spending Account Program. As of January 1, 2014, the current enrollment for the Group Term Life Insurance, Disability Income Insurance, Dental Insurance and the Vision-Care Plan was approximately 26,500 employees. The health plan enrollment includes approximately 27,000 active employees and 1,200 retirees. There are approximately 1,500 employees who Opt-Out of medical coverage. **All plans are currently fully-insured with the exception of the medical plan, which is self-insured.** Also, detailed in **Attachment H** is the enhanced employee-paid "buy-ups" where employees have the option, under the Cafeteria Plan/Flexible Spending Account programs to enhance or purchase additional coverages.

SBBC is inviting employee benefit/group insurance firms(s) to submit proposals to provide consulting services under Florida Statute Section 112.08, including Internal Revenue Code Section 125 to SBBC on matters relating to Employee Benefit Programs.

In addition, a representative from SBBC Supplier Diversity & Outreach Program may be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

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

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, April 30, 2015**. Questions received after this date and time will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract **beginning October 1, 2015 and continuing through June 30, 2018 (Initial Contract Period)**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's approval, be extended for two (2) additional one-year periods (Renewal Contract Period). If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at a rate change not to exceed the PPI for the previous year. Procurement & Warehousing Services will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the initial term of the contract (3 years) and as stated in Section 2.4 of this RFP. The Proposer agrees to this condition by signing its Proposal.

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

- 2.4 **Price Adjustments: Prices offered shall remain firm through the Initial Contract Period.** A request for price adjustment may be submitted thirty (30) days prior to the third anniversary date of the contract. If an increase is approved after the initial contract period (three (3) years), then the price agreed to for the first renewal contract period shall also be in effect if SBBC enters into a second renewal contract period. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the **Producer's Price Index (PPI) Management and Technical Consulting Services #5416** for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the PPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
- 2.6 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.
- 2.7 **Evaluation and Award:** All responsive Proposals will be evaluated by the Superintendent's Insurance & Wellness Advisory Committee (hereinafter referred to as "Committee"). Evaluation and award will be made in accordance with Section 5.0. The number of firms to be recommended is solely at the discretion of the Committee.

### **3.0 CALENDAR**

April 23, 2015	Release of RFP 16-017V
April 30, 2015	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
May 19, 2015	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.*
June 4, 2015	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 10:00 a.m.: TSSC Annex Building (Former Bank of American Building-Lobby) 7770 W. Oakland Park Blvd. Sunrise, Florida 33351*
June 9, 2015	Posting of Recommendation

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

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

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

4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.

4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
Broward County Public Schools  
600 Southeast Third Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits & Employment Services  
Broward County Public Schools  
7770 West Oakland Park Boulevard, 1<sup>st</sup> Floor  
Sunrise, Florida 33351-6704

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

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

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

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

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

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

- 4.2 **Minimum Eligibility:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide the information requested below will result in disqualification of Proposal.** The Proposer is responsible for providing the following information in its response. The Proposer should also include a statement of acknowledgement for each item below.
- 4.2.1 **Proposer must agree to the language in Section 7.1, Indemnification. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?**  Yes  No **(Do not check both boxes.)**
- 4.2.2 All Proposers must be licensed in the State of Florida, to provide the services to be awarded. Provide a copy of your current license and/or certificate that allows Proposer to provide the services proposed.
- 4.2.3 Proposers must provide written proof with the RFP that shows Proposer has a **minimum of five (5) years of insurance consulting** experience with a private sector organization, business entity or other public agency with a total of 15,000 employees. Letter of references will provide proof of this requirement. Your letter of reference must state the number of years associated with the organization/municipality and the number of employees serviced.
- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.4 **Experience and Qualifications of the Proposer:** Proposers must read this section carefully and respond with full and complete information that will assist the Committee in evaluating their Proposal. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal. Failure to respond or incomplete responses to any evaluation criteria will result in zero or reduced allocation of points for criteria and may result in disqualification of entire Proposal.
- 4.4.1 Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of the RFP.
- 4.4.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.
- 4.4.3 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional, statewide or national.
- 4.4.4 Size of Organization (number of employees).
- 4.4.5 Type of business: The Proposer shall identify the type of business entity under which it operates (e.g. sole proprietorship, partnership, corporation, joint-venture, etc.). The Proposer shall identify whether the business entity is incorporated in the State of Florida or another state, or foreign country. Indicate years in business, changes in ownership; bank reference and other information to verify financial responsibility.
- If the Proposer is a corporation, provide a copy of the certification from the State of Florida, Division of Corporations, verifying Proposer's corporate status and good standing and in the case of out of state corporation, evidence of authority to do business in the State of Florida.
- 4.4.6 Number of years Proposer has been in business providing employee benefit insurance consultant services as described in Section 2.1

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

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

- 4.4.7 Briefly describe your organizations structure and provide a copy of an organizational chart, showing lines of communication, responsibility, etc.
- 4.4.8 Proposer must have on employed staff or hire as a consultant, the following personnel listed below that are properly licensed in the following areas:
  - a) Lead Consultant – Health, Life and Variable Annuity License, Registered Rep. as required (i.e. Series 6)
  - b) Consultant - Health, Life and Variable Annuity License, Registered Rep. as required (i.e. Series 6)
  - c) Attorney – Degree in Law - JD
  - d) Actuary – FSA or ASA
  - e) Clinical Levels – i.e., PharmD would have a Doctor of Pharmacy, RN – Registered Nurse, MD – Medical Doctor

**Please provide copies of the current license(s) of the selected personnel.**

- 4.4.9 Give address location(s) of the office(s) from which Proposer is located that will be performing services under this RFP. Indicate level of experience of assigned staff, which includes combined years of experience in providing these services.
- 4.4.10 Provide a sample copy of a recent Insurance RFP (within 5 years) and a copy of a related insurance evaluation recommendation report for an organization, business entity, municipality or other public agency with at least 15,000 employees, which was developed by Proposer's staff. As an enclosure to the sample RFP, include a narrative description of a recent consulting contract involving multiple-option health insurance and Section 125 Cafeteria Plan services. Include the name and telephone number of the involved client contact.
- 4.4.11 Provide references, including name, business address, contact person and title, telephone number, number of employees, service(s) performed and how long account has been active for Proposer's five (5) largest clients by enrollment for which similar work was performed. This information must be completed on Attachment I and submitted with Proposal.
- 4.4.12 State whether or not the Proposer is both an insurance broker and a consultant. Provide a written summary of the advantages of brokering versus consulting.
- 4.4.13 Provide a detailed summary about the Health Care Insurance RFPs with which your firm has had involvement. Include the chronology of events from conception to implementation.
- 4.4.14 The Proposer's Lead consultant assigned to SBBC's account must have experience in providing consulting services to an organization, business entity, municipality or other public agency with respect to the design, implementation and measurement of a fully-insured and self-insured Multiple Option Health Benefit Plan maintained by SBBC and have experience with respect to Cafeteria Plans as described in IRS Section 125. Multiple Option Plans are described as traditional, Preferred Provider Organization (hereinafter referred to as "PPO"), Point of Service (herein after referred to as "POS"), Health Maintenance Organization (hereinafter referred to as "HMO") and Consumer Driven Plans, as well as designed to comply with the Affordable Care Act (ACA). Proposer must provide a complete summary detailing their experience with Multi-Option Health Insurance and Section 125, Cafeteria programs. The Proposer must provide a detailed summary of the methodology Proposer would employ in carrying out an assignment to develop an RFP for current, Board-funded Life Insurance, Health, Dental, Vision, Disability Income and other employee benefit insurance programs. Care should be given to the steps that the Proposer employs in carrying out like assignments.

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

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

- 4.4.15 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.
- 4.4.16 Provide proof that errors and omissions insurance coverage exists.
- 4.4.17 State how often your firm meets with current clients and for what purposes.
- 4.4.18 Provide an example of how your firm is taking a leadership role within the industry.
- 4.4.19 Provide a summary of how your firms gauges client satisfaction.
- 4.4.20 Outline the process your firm utilizes to track communication between your firm and your clients.
- 4.4.21 Describe how your firm manages vendor relationships?
- 4.4.22 Describe two (2) major challenges confronting school districts in the state and how your firm can help meet those challenges?
- 4.4.23 Describe how your firm assist clients with complicated administrative matters.
- 4.4.24 Describe services your firm offers to implement employee surveys and/or focus groups.
- 4.4.25 Describe programs provided by your firm to other clients that support employee wellness.
- 4.4.26 Does your firm assist clients in Form 5500 preparation and annual reports?
- 4.4.27 Please confirm whether Proposer has a registered lobbyist with the state of Florida. If so, please provide the name of the lobbyist firm, address, and how long has the lobbyist been represented by the Proposer.

4.5 **Addenda:** Proposer has determined that it has received all Addenda released prior to its Proposal submittal. It is the Proposer's responsibility to make sure it has received all Addenda.

4.6 **Scope of Services Provided:** Proposers must read this section carefully and respond with full and complete information that will assist the Committee in evaluating their Proposal. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. Failure to respond or incomplete responses to any evaluation criteria will result in zero or reduced allocation of points for criteria and may result in disqualification of the entire Proposal.

4.6.1 Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:



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

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

**4.6 Scope of Services Provided (Continued):**

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.6.1.1 Will Proposer have a high level of knowledge of and advise on issues including federal laws such Health Insurance Portability and Accountability Act of 1996 (HIPAA), Medicare, FMLA, Consolidated Omnibus Budget Reconciliation Act (COBRA) the Affordable Care Act (ACA) & other applicable Health Care Reform Legislation in order to design plans that are in compliance with this legislation?			
4.6.1.2 Will Proposer educate and advise SBBC on national and state healthcare reform, specifically ACA and the key strategic decisions to consider when managing benefits programs?			
4.6.1.3 Will Proposer advise on issues including but not limited to discrimination testing, 5500 filing, Section 125 and provide guidance to staff regarding health & welfare regulatory compliance?			
4.6.1.4 Will Proposer assist SBBC staff in the development, evaluation, assessment, analysis and summary of employee benefits, RFPs and vendor contracts from concept(s) through the conclusion of any Division Administrative Hearing resulting from a protest of the RFP process?			
4.6.1.5 Will Proposer assist staff with the development of competitive program offerings, with affordable cost structures and provide data necessary to assess its program relative to national trends and other educational institutions?			
4.6.1.6 Will Proposer serve as a resource to the Committee by providing analysis, trend analysis, assessment, support, serve as a subject matter expert for collectively bargaining insurance/benefits and any other services necessary throughout each year?			
4.6.1.7 Will proper provide an in-depth analysis of proposed alternatives and assist in selecting the most favorable annual renewal options?			
4.6.1.8 Will Proposer agree to testify, represent, and assemble exhibits necessary in protests?			

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)****4.6 Scope of Services Provided (Continued):**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.6.1.9 Will Proposer support SBBC staff to design and maintain a website dedicated to providing news and updates for the SBBC Benefits Program?			
4.6.1.10 Will Proposer assist with the implementation and communication of new programs or changes to existing programs.			
4.6.1.11 Will Proposer have a brokerage division? If so, Proposer should describe how conflicts of interest will be avoided? Please refer to section 6.3 of this RFP.			
4.6.1.12 Will Proposer actively facilitate any required negotiations of benefits, plan design, premium rates, benefits changes to existing insurance contracts and performance guarantees with vendors, subject to SIWAC's approval?			
4.6.1.13 Will Proposer advise SBBC, the Committee and District Staff of any federally mandated compliance testing requirements relevant to SBBC plans and provides guidance, when requested, in developing testing strategies?			
4.6.1.14 Will Proposer provide medical consulting services available through a Florida licensed physician knowledgeable about local and national managed care issues, who can respond in both verbal and written form to a variety of healthcare questions, usually requiring a rapid turn-around time limit?			
4.6.1.15 Is Proposer able to demonstrate a working familiarity with both Federal and Florida Law with respect to employee benefit plans and their applicability, in particular, to Florida governmental units?			
4.6.1.16 Is Proposer able to demonstrate ability to recommend plan changes or new plans based on existing, proposed, amended or anticipated legislation?			
4.6.1.17 Will Proposer introduce ideas and suggest ways to more effectively manage healthcare cost and improve employee productivity and morale, including exploring telemedicine program initiatives?			

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

**4.6 Scope of Services Provided (Continued):**

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.6.1.18 Will Proposer have a thorough knowledge of Internal Revenue Code Sections 79, 105, 106, 120, 125, 403 and 457?			
4.6.1.19 Will Proposer have legal consulting services available through an attorney or law firm knowledgeable about employee benefit issues, tax laws, and collective bargaining governing benefits to be in compliance with all laws, rules and regulations in accordance with all Florida laws, rules and regulations and Florida Chapter 447?			
4.6.1.20 Will Proposer have employed internal or external legal staff to handle legal and tax law issues?			
4.6.1.21 Will Proposer’s staff have a thorough knowledge of Florida Law and knowledge of best practices, as it pertains to an organization, business entity, municipality or other public agency, employee benefits and Wellness Programs?			
4.6.1.22 Will Proposer provide auditing services for claims review and financial evaluations?			
4.6.1.23 Will Proposer have actuarial services for routine annual reserving, analysis of Government Accounting Standards Board (GASB) rules and estimating cash flow adjustments?			
4.6.1.24 Will Proposer agree to sign SBBC’s Business Associates Agreement. (See <b>Attachment F</b> )			

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

4.7 **Cost of Services:** Proposer must provide a total cost for services provided in the scope of services as outlined above for the initial contract period (3 years), and a total cost for scope of services as outlined above for each year during the two-year renewal period. Proposer must provide a cost per hour for the consultants listed on **Attachment G** for work that is beyond the scope of services in order to be considered for award. Under such circumstances, Proposer shall provide a written detailed summary of services offered for an hourly rate of pay. All expenses for services incurred shall include any travel and incidental expenses. No additional costs will be allowed.

**Under unique and special circumstances and as approved by the Superintendent,** Proposer must offer a “not-to-exceed rate”, including all expenses for special projects , on an individual project basis and Proposer shall abide by all listed services provided under this RFP for each year of the contractual term.

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

**4.7 Cost of Services (Continued):**

For all other services provided beyond the scope of work listed, the Proposer shall provide an invoice outlining projected service fees. Service fees must be approved before work is performed by District Benefits staff. Invoices shall indicate hours charged for each consultant, and hourly rate of pay being charged for each consultant and each consultant must be listed as a corresponding line on the invoice.

Also, Proposer must agree to the terms of Section 2.4, **Price Adjustment. Failure to agree to these requirements will disqualify proposal in its entirety.**

**4.8 M/WBE Information:** SBBC has a Supplier Diversity and Outreach Program. A Minority and Women Business Enterprise (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 person(s). For information on M/WBE Certification, contact SBBC's M/WBE Office at 754-321-0551. SBBC's Supplier Diversity and Outreach Program works to increase the participation of M/WBE. It is the intent of the Supplier Diversity and Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's.

4.8.1	<b><u>Participation</u></b>	<b>YES</b>	<b>NO</b>	<b>REQUIRED ATTACHMENT</b>
	4.8.1.1 Is your firm a certified M/WBE by the SBBC; or by the State of Florida Department of Management Service, Office of Supplier Diversity; or any other governmental entity or organization within the State of Florida?			If yes, please provide a copy of the certification certificate
If you answered no to the above, please complete questions below.				
	4.8.1.2 Have you identified the M/WBE firm or firms who will be working with you on this engagement, the extent and nature of the M/WBE work and the percentage or total cost the M/WBE firm will receive?			If yes, please complete Attachment A3
	4.8.1.3 If you answered no to the above (Question 4.8.1.2), please answer the following: Has your firm identified a scope of services and level of participation (i.e., percentage or dollar value) that you intend to engage an M/WBE firm or firms to perform?			If yes, please complete Attachment A3
	4.8.1.4 If you answered no to the above (Questions 4.8.1.2 and 4.8.1.3), please answer the following: Has your firm identified a level of participation (i.e., percentage or dollar value) that you intend to engage an M/WBE firm or firms to perform?			If yes, please complete Attachment A3
Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which the M/WBE firm in connection with this Proposal will receive (see Attachment A3).				

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)**4.8 **M/WBE Information (Continued):**

	The Awardee will be required to submit a Monthly M/WBE Utilization Report (see Attachment A1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <u>State your willingness to comply with this requirement.</u>
	Awardee must provide the Supplier Diversity & Outreach Program office a 30-day written notice for substitution of an M/WBE vendor. <u>State your willingness to comply with this requirement.</u>
	<b>Note:</b> Please provide SBBC certification number for all M/WBE firm(s) identified who will be working with you on this engagement. If the M/WBE firm(s) are not an SBBC-certified M/WBE, provide a copy of the M/WBE firm(s) certification for any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.
4.8.1	<p><b><u>Diversity</u></b> SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see SBBC Diversity Policy 1.5 and Supplier Diversity &amp; Outreach Policy 7007, Attachment A4). As part of your Proposal, describe the following: The diversity of your personnel in the regional office that will be responsible for servicing this contract. Provide a breakdown of employees by race/ethnicity, gender and job classification (see Attachment A2). <b>Note: Personnel should be W-2 employees of the Proposer; not employees of M/WBE firms utilized by Proposer.</b></p> <p>Describe how diversity is incorporated into your company's operations and service providers. Include in your submittal a description of your service provider's diversity as it relates to race/ethnicity, national origin, gender and language (i.e., Spanish, Creole, Portuguese, etc.).</p>
4.8.2	<p><b><u>Community Outreach</u></b> Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority-sponsored events, purchases made from minority and women-owned companies, scholarship funds targeting minority and underprivileged students, financial contributions and/or providing other corporate resources for minority community projects. <b>Note: Evidence should represent outreach by the Proposer directly, not outreach by M/WBE firms utilized by Proposer.</b></p>

This link provides a list of certified M/WBE vendors in order to provide participation during the term of the contract.

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

**5.0 EVALUATION OF PROPOSALS**

5.1 The Superintendent’s Insurance & Wellness Advisory Committee (hereinafter referred to as “Committee”), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

<b><u>CATEGORY</u></b>	<b><u>MAXIMUM POINTS</u></b>
A. Experience and Qualifications	30
B. Scope of Services	30
C. Cost of Services	30
D. Supplier Diversity & Outreach Program	
D.1 Participation	6
D.2 Diversity	2
D.3 Community Outreach	<u>2</u>
<b>TOTAL</b>	<b>100</b>

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

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

5.3 If the Committee’s evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:

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

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

## **5.0 EVALUATION OF PROPOSALS**

- 5.5 If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of the proposal as permitted in Section 6A-1.012 (c), F.A.C.
- 5.6 **Award:** SBBC intends to make an award only to the Proposer that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment "F"**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

## **6.0 SPECIAL CONDITIONS**

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, May 19, 2015** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704

### **Attention: RFP 16-017V – CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM**

One complete, original hard-copy Proposal (clearly marked as such), and one complete, original electronic version (all clearly marked as "original") will constitute the original governing documents. The electronic version in Microsoft Word 6.0 or higher on CD/flash drive and 25 copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 16-017V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. All Proposals shall be submitted in sealed packaging with RFP number and the Proposer's firm name clearly marked on the exterior of package.

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

### 6.3 **INSURANCE REQUIREMENTS**

#### **MINIMUM INSURANCE REQUIREMENTS**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.3. **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.  
If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:  
\_\_\_\_\_(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.



## 6.0 SPECIAL CONDITIONS

### 6.3 INSURANCE REQUIREMENTS

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

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

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

### 6.5 W-9 FORM

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

## **7.0 GENERAL CONDITIONS**

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- ..
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee(s). Any violation of these stipulations may also result in:
- 7.6.1 For a period of two (2) years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP, and any Agreement resulting from it, shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.

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

- 7.11 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits). ACH Payment Agreement Form is attached to this RFP.
- 7.12 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.13 **CONFLICT OF INTEREST 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 Proposer is to disclose any employees it has who are also SBBC employees by submitting Attachment B with its Proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.14 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.15 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP (if applicable); then
  - Addenda released for this RFP, with the latest Addendum taking precedence; then
  - the RFP; then
  - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.16 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.17 **ANTI-DISCRIMINATION:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.18 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto SBBC property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.19 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to **The School Board of Broward County, Florida, Benefits and Employment Services Department, Attn: Director of Benefits and Employment Services, 7770 West Oakland Park Blvd., 1<sup>st</sup> Floor, Fort Lauderdale, Florida 33351**. 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.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

### **CERTIFICATION**

- 7.21.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

- 7.22 **BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

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

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

## 7.0 GENERAL CONDITIONS (Continued)

- 7.23 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) 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 (10<sup>th</sup>) 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 Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

- 7.24 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services Department and on [www.demandstar.com](http://www.demandstar.com) on **June 9, 2015 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 Procurement & Warehousing Services Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) 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 (10<sup>th</sup>) calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **“The formal written protest shall state with particularity the facts and law upon which the protest is based”**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier’s check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

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

## 7.0 GENERAL CONDITIONS (Continued)

- 7.25 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.26 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Procurement & Warehousing Services Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.27 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made to SBBC for immediate cancellation.
- 7.28 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine 754-321-2158.
- 7.29 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement & Warehousing Services Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement & Warehousing Services Department. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. 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 GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.30 **SBBC PHOTO IDENTIFICATION BADGE:**  
**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) 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 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.**

MorphoTrust USA, LLC 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@morphotrust.com](mailto:EasyPathInfo@morphotrust.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 three (3) websites used for services: 1) <http://www.i1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.i1enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.identogo.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 (1) year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

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

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

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

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

### **7.40 ACCEPTANCE AND REJECTION OF PROPOSALS:**

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



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

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

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

- 7.48 If the RFP is for auditing services, and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years: the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

# **ATTACHMENT A**

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

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

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

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

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

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

**Prime Vendor Information**

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
<p>RFP Number: 16-017V</p> <p>RFP Title: Consulting Services for Employee Benefits Program</p>					

**SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION**

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

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

Phone # (\_\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

# Employment Diversity Statistics

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

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

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

**M/WBE PARTICIPATION**

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

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

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

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

# **ATTACHMENT B**

## **Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**

The School Board of Broward County, Florida

**RFP 16-017V – CONSULTING SERVICES FOR EMPLOYEE BENEFITS PROGRAM**

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

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

Check one of the following and sign:

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

\_\_\_\_\_  
Signature

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

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

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

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

03/28/13

# **ATTACHMENT C**

## **W-9 Form**





In the cases below, the following person must give 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:

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

**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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## 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.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. 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.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
  - 5—A corporation
  - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
  - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8—A real estate investment trust
  - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11—A financial institution
  - 12—A middleman known in the investment community as a nominee or custodian
  - 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<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.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(b)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**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, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requestor. 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 requestor 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 requestor.

**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 U.S. 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 items 1, 4, or 5 below 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 code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

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 requestor, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor'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 made in settlement of payment card and third party network transactions, 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.

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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.  
<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.  
<sup>\*</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

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 1-800-829-4050.

**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 1-800-368-4484. 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.

**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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **ATTACHMENT D**

## **Drug-Free Workplace**

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

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

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

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

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

whose business address is

\_\_\_\_\_

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

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

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

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

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

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

(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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

# **ATTACHMENT E**

## **Sample Agreement**

AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between

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

and

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

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

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

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ and conclude on \_\_\_\_\_, 20\_\_ . The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
Second: Addendum No. , then;
Third: RFP Number and Title
Fourth:: Proposal submitted in response to the RFP by VENDOR



**ARTICLE 2 – SPECIAL CONDITIONS**

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

OR

2.04 **Services:** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment \_\_\_\_\_. (See 3.17)

2.05 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-\_\_\_\_\_.

OR

2.05 **M/WBE Participation.** VENDOR will provide for M/WBE participation during its performance of services under this contract agreement by using (Company Name) and as set forth in VENDOR's proposal.

OR

2.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

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

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

**ARTICLE 2 – SPECIAL CONDITIONS**

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

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

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

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

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

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

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

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
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**ARTICLE 2 – SPECIAL CONDITIONS**

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

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

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

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

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

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

B. **By *Insert Name***: *Insert Name* agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by *Insert Name*, its agents, servants or employees; the equipment of *Insert Name*, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of *Insert Name* or the negligence of *Insert Name's* agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by *Insert Name*, SBBC or otherwise.

**ARTICLE 3 – GENERAL CONDITIONS**

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

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

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

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

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

**ARTICLE 3 – GENERAL CONDITIONS**

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

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

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

**ARTICLE 3 – GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3 – GENERAL CONDITIONS**

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

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

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

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

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

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

FOR VENDOR

(Corporate Seal)

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

ATTEST:

By \_\_\_\_\_

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

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

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

Name of Person

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

Name of Corporation or Agency

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

My Commission Expires:

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

(SEAL)

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

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



# **ATTACHMENT F**

## **HIPAA Business Associate Agreement**

## HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

and

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

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

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

**WHEREAS**, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

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

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

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

### ARTICLE 1 – RECITALS

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

ARTICLE 1 – RECITALS

- (b) "**Business Associate**" shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) "**Designated Record Set**" has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (d) "**EDI Rule**" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996.
- (f) "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (h) "**Minimum Necessary**" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (i) "**Omnibus Rule**" means the HIPAA Omnibus Rule of 2013.
- (j) "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (k) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (l) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (m) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (n) "**Security Rule**" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (o) "**Unsecured PHI**" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

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

**ARTICLE 2 – SPECIAL CONDITIONS**2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to comply with the “Minimum Necessary” rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach.
- (f) For the Breach of Unsecured PHI in its possession:
  1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
    - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
    - b. The unauthorized person who used the PHI or to whom the disclosure was made;
    - c. Whether the PHI was actually acquired or viewed; and
    - d. The extent to which the risk to the PHI has been mitigated.
  2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
  3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to by Federal and/or Florida law.

**ARTICLE 2 – SPECIAL CONDITIONS**

- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.
- (h) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (i) Business Associate agrees to make PHI available for amendment and incorporate all amendments to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.
- (m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

**ARTICLE 2 – SPECIAL CONDITIONS****3. Permitted Uses and Disclosures of PHI by “Business Associate”.**

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the “Service Agreement”) provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

**4. Obligations of SBBC Regarding PHI.**

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

**5. Security of Electronic Protected Health Information.**

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (as defined in 45 C.F.R. §160.103) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.

**ARTICLE 2 – SPECIAL CONDITIONS**

- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC all Security Incidents (as defined 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

**6. Compliance with EDI Rule .**

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

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

**7. Subsequent Legislative or Regulatory Changes.**

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

**8. Amendment.**

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

**9. Term and Termination.**

- (a) ***Term.*** This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) ***Termination for Convenience.*** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

**ARTICLE 2 – SPECIAL CONDITIONS**

- (c) ***Termination for Cause by SBBC.*** Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

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

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

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

**10. Indemnification.**

- (a) **By SBBC:** SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) **By Business Associate:** Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.



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

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

**12. No Third Party Beneficiaries.**

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

**13. Non-Discrimination.**

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

**14. Records.**

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

**15. Preparation of Agreement.**

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

**16. Waiver.**

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

**17. Compliance with Laws.**

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

**18. Binding Effect.**

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

**ARTICLE 3 – GENERAL CONDITIONS**

**19. Assignment.**

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

**20. Force Majeure.**

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

**21. Place of Performance.**

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

**22. Notices.**

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

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

With a Copy to:

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

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

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

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

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

To Business Associate:

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

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

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

**ARTICLE 3 – GENERAL CONDITIONS**

With a Copy to:

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

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

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

**23. Severability.**

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

**24. Captions.**

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

**25. Authority.**

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

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

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

**27. Regulatory References.**

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

**ARTICLE 3 – GENERAL CONDITIONS**

**28. Governing Law.**

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

**29. Entire Agreement.**

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

**30. Interpretation.**

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

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By \_\_\_\_\_

ATTEST:

Approved as to Form and Legal Content:

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

**FOR BUSINESS ASSOCIATE**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

My Commission Expires:

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

\_\_\_\_\_  
Notary’s Printed Name

\_\_\_\_\_  
Notary’s Commission No.

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

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

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

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

Date or date range of the breach: \_\_\_\_\_

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

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

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

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

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: \_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

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

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

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

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

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

# **ATTACHMENT G**

## **Cost of Services**



**COST OF SERVICES  
FEE STRUCTURE**

Provide the following fee structure for all Consultants listed below. Proposer must use the exact format as stated below. Additional consultants, listed below, are for information purposes only and will not be calculated into the cost section points. The five consultants services listed below must be offered in order to be considered for award.

**Distribution of Points:** Distribution of points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. For example, if Proposer A submits a total cost of \$100,000, Proposer B submits a total cost of \$105,000 and Proposer C submits a total cost of \$155,000, Proposer A has the lowest total cost and would receive 100% of the maximum points of **30 Points**. Proposer B would receive 95% ( $\$100,000/\$105,000 \times 30$ ) - **28.6 Points** and Proposer C would receive 87% ( $\$100,000/\$115,000 \times 30$ ) - **26.1 Points**.

<u>*Estimated Annual Hours</u>			<u>Total Cost</u>
208	Lead Consultant	\$ _____ per hour	\$ _____
368	Senior Consultant	\$ _____ per hour	\$ _____
93	Attorney	\$ _____ per hour	\$ _____
1,036	Consultant	\$ _____ per hour	\$ _____
220	Fellow Actuary	\$ _____ per hour	\$ _____
<b>TOTAL COST (All Inclusive).....</b>			\$ _____

**ADDITIONAL INFORMATION**

List any Additional Consultants that may be utilized under this contract below.

Associate Actuary	\$ _____ per hour	\$ _____
Medical Consultant (Florida Licensed Physician)	\$ _____ per hour	\$ _____
Clerical	\$ _____ per hour	\$ _____
Auditing/Auditing Services	\$ _____ per hour	\$ _____
_____	\$ _____ per hour	\$ _____
_____	\$ _____ per hour	\$ _____
_____	\$ _____ per hour	\$ _____

\*Estimated annual hours stated above are based on an average of previous experience.

# ATTACHMENT H

## Library of Benefits

The Library of Benefits Booklet may be viewed at the website listed below:

<http://www.broward.k12.fl.us/benefits/>

# **ATTACHMENT I**

## **References**

REFERENCE INFORMATION

PLEASE PROVIDE REFERENCES FOR YOUR FIVE LARGEST CLIENTS

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

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

**REFERENCE INFORMATION (Continued)**

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

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

REFERENCE INFORMATION (Continued)

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

# **ATTACHMENT J**

## **ACH Payment Agreement Form**



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

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

**Authorization Agreement**

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

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

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

**Account Information**

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

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

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

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		
Remittance Confirmation: (please select one) _____	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
Federal Identification No. Vendor _____	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>

**Update Purchase Order Fax & Email Address**

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

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

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

**Signature**

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

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

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

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

**For Use by DATA STRATEGY GROUP**

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



# **ATTACHMENT K**

## **Statement of “No Response”**

**ATTACHMENT K, STATEMENT OF "NO RESPONSE"**

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

SBBC  
Procurement & Warehousing Services Department  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

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

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

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

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

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

\_\_\_\_\_

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

√	<b>Reasons for "NO Response":</b>
	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 Request for Proposal.
	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)

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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