

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES  
MR. CHARLES V. HIGH, C.P.M., A.P.P., MBA  
PURCHASING AGENT IV  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

DR. ROSALIND OSGOOD, *Chair*  
ABBY M. FREEDMAN, *Vice Chair*

ROBIN BARTLEMAN  
HEATHER P. BRINKWORTH  
DONNA P. KORN  
PATRICIA GOOD,  
LAURIE RICH LEVINSON  
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NORA RUPERT

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

January 15, 2016

ADDENDUM NO. 2  
RFP No. 17-005V  
OCCUPATIONAL AND PHYSICAL THERAPY SERVICES

**TO ALL PROPOSERS:**

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

Bid opening date has been changed from January 19, 2016 to **January 20, 2016 at 2:00 PM** due to a holiday on January 18, 2016.

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. 17-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

A handwritten signature in black ink that reads "Charles V. High". The signature is fluid and cursive.

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



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## **SCHOOL BOARD**

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

January 9, 2016

**ADDENDUM NO. 1**  
**RFP No. 17-005V**  
**OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

**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. **DELETE:** Page 2 of 25 Pages  
**DELETE:** Page 3 of 25 Pages  
**DELETE:** Page 11 of 25 Pages  
**INSERT:** Page 2 of 25 Pages – **REVISED** –  
**INSERT:** Page 3 of 25 Pages – **REVISED** -  
**INSERT:** Page 11 of 25 Pages – **REVISED** -  
**INSERT:** Page 25A or 25 Pages

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. 17-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

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

➤ **QUESTION #1:**

Can you please provide the current incumbent vendors providing Occupational and Physical Therapy Services?

**ANSWER TO QUESTION #1:**

The following vendors have been provided work during the term of the contract.

<i>Advanced Medical Personnel Services, Inc.</i>	<i>OT, COTA, PT, LPTA</i>	<i>Kids Educational Therapy Services, Inc.</i>	<i>OT, COTA, PT, LPTA</i>
<i>Alison R. Polunsky</i>	<i>OT</i>	<i>Kids First Occupational Therapy LLC</i>	<i>OT, COTA, PT, LPTA</i>
<i>All Source Recruiting Group/Ardor Health Solutions</i>	<i>OT, COTA, PT, LPTA</i>	<i>L Jaffe PLLC</i>	<i>OT, COTA, PT, LPTA</i>
<i>Ann Gogan</i>	<i>LPTA</i>	<i>Maria J. Enlow</i>	<i>OT</i>
<i>Arti Dusara (See Aum Arti Pediatric Therapy)</i>	<i>See Below</i>	<i>Maryse J. Klass, MSPT</i>	<i>PT</i>
<i>ASMA Professional Services, Inc</i>	<i>OT</i>	<i>Michael Salpeter</i>	<i>OT</i>
<i>Aum Arti Pediatric Therapy</i>	<i>OT, COTA, PT, LPTA</i>	<i>OT Time, LLC</i>	<i>OT, PT</i>
<i>AW Therapy Services, Inc</i>	<i>OT, COTA, PT, LPTA</i>	<i>Ped &amp; Geri Rehab Inc</i>	<i>OT, COTA, PT, LPTA</i>
<i>Best Onsite Therapy Services, Inc</i>	<i>OT, PT</i>	<i>Physical Therapy for Kids with Special Needs</i>	<i>OT, COTA, PT, LPTA</i>
<i>Bonnie Weberman OTR/L</i>	<i>OT</i>	<i>Play-N-Progress Therapy Services</i>	<i>OT, COTA, PT, LPTA</i>
<i>CES Therapy LLC</i>	<i>OT</i>	<i>Prime Healthcare Staffing</i>	<i>OT, COTA, PT, LPTA</i>
<i>CLK Therapy, Inc</i>	<i>OT</i>	<i>Progressus Therapy LLC</i>	<i>OT, COTA, PT, LPTA</i>
<i>Debra Kirby, Inc</i>	<i>OT, COTA, PT, LPTA</i>	<i>Pro-Tech Search Inc of Florida</i>	<i>OT, COTA, PT, LPTA</i>
<i>Denise Goldstein PTA, Inc.</i>	<i>LPTA</i>	<i>Rehabcare Group East, Inc.</i>	<i>OT, COTA, PT, LPTA</i>
<i>Diana Gonzalez</i>	<i>OT</i>	<i>School Days Therapy Services LLC</i>	<i>OT, COTA, PT, LPTA</i>
<i>EBS - Educational Based Resources</i>	<i>OT, COTA, PT, LPTA</i>	<i>SHC Services, Inc. d/b/a Supplemental Health Care</i>	<i>OT, COTA, PT, LPTA</i>
<i>Educational Therapy Associates</i>	<i>OT, COTA, PT, LPTA</i>	<i>Simpson Group Enterprises Inc</i>	<i>OT</i>
<i>Fun Therapy Services, Inc</i>	<i>OT</i>	<i>Smile Occupational Therapy, Inc</i>	<i>OT, COTA, PT, LPTA</i>
<i>Invo Healthcare Associates</i>	<i>OT, COTA, PT, LPTA</i>	<i>SNN Therapy Providers, Inc.</i>	<i>OT</i>
<i>Jean Marie Jasperse</i>	<i>PT</i>	<i>Soliant Health, Inc.</i>	<i>OT, COTA, PT, LPTA</i>
<i>Joan Picone</i>	<i>OT</i>	<i>Solutions for Therapists</i>	<i>OT, COTA, PT, LPTA</i>
<i>Karen Kohler Fortune</i>	<i>OT</i>	<i>Thera-Peds, Inc</i>	<i>OT, COTA, PT, LPTA</i>
<i>Kidabilities LLC</i>	<i>OT, COTA, PT</i>	<i>TM Therapy, Inc</i>	<i>OT, COTA, PT, LPTA</i>

➤ **QUESTION #2:**

Can you please provide the current incumbent hourly rates for OT, PT, COTA and PTA Services?

**ANSWER TO QUESTION #2:**

Hourly rates for OT, PT, COTA and PTA Services can be found at this link below.

[http://www.broward.k12.fl.us/supply/docs/contracts/14-001V%20-%20Occupational\\_Physical%20Therapy%20Services.pdf](http://www.broward.k12.fl.us/supply/docs/contracts/14-001V%20-%20Occupational_Physical%20Therapy%20Services.pdf)

➤ **QUESTION #3:**

What was the total annual expenditure of the current contract in YTD 2014 and 2015.

**ANSWER TO QUESTION #3:**

2013 – 2014 - \$4,072,958

2014 – 2015 - \$4,641,584

➤ **QUESTION #4:**

To be clear, travel between schools will NOT be reimbursed?

**ANSWER TO QUESTION #4:**

*That is correct.*

➤ **QUESTION #5:**

Will awarded therapists be reporting to an OT/PT program specialist licensed in either OT or PT?

**ANSWER TO QUESTION #5:**

*The awarded therapists will report to the Program Specialist and/or the Curriculum Supervisor.*

➤ **QUESTION #6:**

Considering the fact that the ESE Department utilizes live, on-line SLP services, would Broward County Public Schools be receptive to receiving a response from a vendor that provides live, on-line, OT services?

**ANSWER TO QUESTION #6:**

*Not at this time.*

➤ **QUESTION #7:**

Under the scope of services 4.4.2.5, it states, "Awardees will be compensated for direct student services and student related activities only. Could you please state what exactly is included in student related activities and what is not? (equipment ordering, equipment transfers, Medicaid billing, teacher/parent consultation, school based inventory of PT equipment, equipment set-up, etc.)

**ANSWER TO QUESTION #7:**

*Inclusive of all those listed above, excluding travel.*

➤ **QUESTION #8:**

Will Awardees be paid their hourly rate when traveling between schools?

**ANSWER TO QUESTION #8:**

*Travel will no longer be reimbursed.*

➤ **QUESTION #9:**

If travel is not paid will there be a new way to place therapists at locations that are near each other? Can a therapist decline to see certain caseloads based on travel distance since they will not be paid to get there without being in breach of contract?

**ANSWER TO QUESTION #9:**

*The district office is internally reviewing placement and assignment to reduce travel needs.*

➤ **QUESTION #10:**

Will vendors be compensated their hourly rate for one hour a day of Medicaid billing?

**ANSWER TO QUESTION #10:**

*Both direct and indirect student services excluding travel can be compensated.*

➤ **QUESTION #11:**

Will Karleen's position be filled with an Occupational or Physical Therapist when she retires?

**ANSWER TO QUESTION #11:**

*The program specialist position will be filled by a qualified candidate.*

➤ **QUESTION #12:**

Travel is part of the job and needs to be reimbursed. Travel is required to meet the needs of each student's IEP while also making sure that the student does not miss recess, specials, lunch, and academic blocks. We need to attend meetings. In an ideal world, we have meetings on the day we are at school; however, OT, PT and the psychologists have different schedules and each one has to adjust their schedule to attend the IEPs and the parents work schedule effects when they are willing to attend. Not being paid to travel between schools would affect treatment at small schools and is unfair to the therapist assigned to several small schools compared to one large school (both providing services for the same allotted time).

We need to continue the hourly rate reimbursement for travel to cover the cost of the required insurance, wear and tear, gas as well as time! If we are not reimbursed for travel will the car insurance requirements be eliminated?

**ANSWER TO QUESTION #12:**

*No. Car insurance requirements will not be eliminated. This is a requirement from our Risk Management Department since work is conducted on School Board property..*

➤ **QUESTION #13:**

Will the paperwork time change? We already volunteered additional hours since 60 minutes is not adequate time. This is not enough time to document for reimbursement, document regression, attendance sheets, read and answer emails from staff and parents, write home-notes, write IEPs, progress notes, etc. Each of us already is doing these things beyond the 60 minutes daily. I would like to remind you that therapists are a revenue producing service, unlike teachers and other staff, our services are billed and reimbursed through Medicaid.

**ANSWER TO QUESTION #13:**

*Non-direct student services such as paperwork are billable within the workday.*

➤ **QUESTION #14:**

Concerning section 4.4.3 Cost of services, I currently have, in the past, serviced approximately 10 schools/hospital home bound students per week. I do not agree in having travel time excluded from billable time. Could this be removed from the contract?

**ANSWER TO QUESTION #14:**

*Not at this time.*

➤ **QUESTION #15:**

What is the typical caseload for therapists?

**ANSWER TO QUESTION #15:**

*Average caseloads run between 40-50 students with varying needs per the IEP.*

➤ **QUESTION #16:**

How many schools are typically on a therapist's caseload?

**ANSWER TO QUESTION #16:**

*Unable to answer at this time.*

➤ **QUESTION #17:**

How many working days for therapists each school year?

**ANSWER TO QUESTION #17:**

*186 days (180 student days, 6 workdays)*

➤ **QUESTION #18:**

In regards to billable hours:

- A) Are IEP meetings billable?
- B) Are orientation sessions, professional development and other district-sponsored meetings billable (e.g. Section 4.4.2.22 on Page 11)?
- C) Are we allowed to bill for paperwork and documentation?
- D) Are we allowed to bill for mileage and travel between school sites?
- E) How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)

**ANSWER TO QUESTION #18:**

- A. Yes within the 7.5 billable hours unless extended hours have been approved.*
- B. Only those that are determined mandatory by BCPS.*
- C. Yes within the 7.5 billable hours unless extended hours have been approved.*
- D. No.*
- E. Up to 7.5 Hours are allotted to provide both direct and indirect services*

➤ **QUESTION #19:**

Who are the vendors currently providing Occupational Therapy (OT) services?

- A) Please provide the current bill rate by vendor
- B) Please provide the # of FTEs (full time equivalents) by vendor

**ANSWER TO QUESTION #19:**

*Refer back to Question 1*

*A) Refer back to Question 2*

*B) We do not use the FTE as a basis for decision making.*

➤ **QUESTION #20:**

Who are the vendors currently providing Physical Therapy (PT) services?

A) Please provide the current bill rate by vendor

B) Please provide the # of FTEs (full time equivalents) by vendor

**ANSWER TO QUESTION #20:**

*Refer back to Question 1*

*A) Refer back to Question 2*

*B) See answer to Question 19*

➤ **QUESTION #21:**

Have your current vendors been able to meet all of your current OT/PT service needs?

**ANSWER TO QUESTION #21:**

*Yes.*

➤ **QUESTION #22:**

How many OT/PTs does the district have on staff?

**ANSWER TO QUESTION #22:**

*Two.*

➤ **QUESTION #23:**

How many district OT/PTs are retiring this year?

**ANSWER TO QUESTION #23:**

*Zero.*

➤ **QUESTION #24:**

Does the district currently have any OT/PT compensatory time to make-up?

**ANSWER TO QUESTION #24:**

*Not at this time.*

➤ **QUESTION #25:**

Are therapist resumes required at the time of proposal submission or only upon award? If yes, do we need to provide resumes for both OTs and PTs?

**ANSWER TO QUESTION #25:**

*Required upon award of RFP for all participants.*

➤ **QUESTION #26:**

How many OT openings does the district anticipate filling with this RFP? How many PT openings?

**ANSWER TO QUESTION #26:**

*Unable to answer at this time.*

➤ **QUESTION #27:**

Is the District interested in OT/PTs with specialized skill sets? If yes, what specific skill sets?

**ANSWER TO QUESTION #27:**

*Preferred pediatric and/or school-based experience.*

➤ **QUESTION #28:**

Is the district interested in bilingual OT/PTs? If yes, what languages?

**ANSWER TO QUESTION #28:**

*Bilingual personnel would be an asset for this contract (i.e., Spanish, Creole, etc.)*

➤ **QUESTION #29:**

Is the District open to contracting for part-time therapists?

**ANSWER TO QUESTION #29:**

*Yes.*

➤ **QUESTION #30:**

Section 4.2.2 on Page 6: Does the principal officer or manager of services for Broward have to be onsite or can that OT/PT be remote?

**ANSWER TO QUESTION #30:**

*Does not need to be onsite but must be readily available.*

➤ **QUESTION #31:**

Section 4.4.1.4 on Page 7: Does the district want our description of the "three most similar contracts" to be the same references as the "three largest clients" requested on Attachment G? Are letters of reference also required?

**ANSWER TO QUESTION #31:**

*Yes. A current letter of reference can be used as well.*

➤ **QUESTION #32:**

Section 4.4.2.2 on Page 8: Does the district want the "total number of certified/licensed Professionals currently on staff" that are available to provide services to Broward or companywide? If to Broward, does the district only want OT/PTs or including the SLPs currently assigned there?



**ANSWER TO QUESTION #32:**

*Do not include SLP Services.*

➤ **QUESTION #33:**

For Attachment A:

- A) Does the district want Attachment A1 submitted with our proposal?
- B) Can we provide our current EEO-1 report in response to Attachment A2?

**ANSWER TO QUESTION #33:**

*A) This form does not need to be returned with your Proposal. If any M/WBE work is performed under this contract, that information must be placed on this form and sent to our Supplier Diversity and Outreach Program, Attn: Colleen Robbs, Coordinator, Supplier Diversity and Outreach Program.*

*B) No, this form must be filled out and sent with your submitted proposal.*

➤ **QUESTION #36:**

For Attachment H, since we have more than four employees and will not be using any subcontractors, do we not have to sign and submit with our proposal?

**ANSWER TO QUESTION #36:**

*Attachment H is required to be executed and sent with your proposal if your company has less than 4 employees.*

➤ **QUESTION #37:**

For Attachment J, do we submit this upon award or with our proposal?

**ANSWER TO QUESTION #37:**

*Attachment J can be submitted with your proposal for Direct Deposit.*

➤ **QUESTION #38:**

Since we are submitting a proposal, do we submit Attachment K with our proposal?

**ANSWER TO QUESTION #38:**

*No. Do not submit Attachment K if you plan on submitting a proposal. This is only for those vendors who do not plan to submit a proposal.*

➤ **QUESTION #39:**

Under the Cost of Services 4.4.3 that there will be **NO** travel time between schools anymore.

**ANSWER TO QUESTION #39:**

*That is correct. Additional hours could be approved for specific job assignments/responsibilities.*

➤ **QUESTION #40:**

Can mileage be considered?

**ANSWER TO QUESTION #40:**

*No. Mileage only applies for BCPS employees*

➤ **QUESTION #41:**

High Schools start at 7:30 AM, do we need permission to start then?

**ANSWER TO QUESTION #41:**

*No, you do not need additional permission to start at this time.*

➤ **QUESTION #42:**

Section 6.4.3. If all of my services, paperwork, documentation, etc. related to Broward Schools is either on site at the schools or in the district systems of IEP, Acceliplan, CAB, etc., why would the District need to have access to my facilities? If I have a home based office, you are asking to have access to my home.

**ANSWER TO QUESTION #42:**

*Normally this is for Proposers that own a company. You must coordinate auditing requests with the Auditor.*

➤ **QUESTION #43:**

PT and PT Assistants comprise a very small number of the individual's (less than 15) within BCPS. This small number of providers have to deliver services to students in more than 200 schools/hospital homebound locations. At many of these locations only a single student is serviced. Is travel time to be compensated at the contracted rate when traveling between varying schools and hospital homebound locations?

**ANSWER TO QUESTION #43:**

*Travel time is not reimbursable. Internal changes are being made to assist in reducing travel time.*

➤ **QUESTION #44:**

Which of the following activities are considered as direct student services or student related activities eligible for compensation at the contracted rate for the time spent on them:

- a. Initial student evaluations
- b. Small group or individual group therapy with students
- c. Record keeping for student attendance
- d. Supervising assistants
- e. Preparing progress notes and therapy notes
- f. Preparing a therapy plan of care
- g. Participating in the development of the IEP
- h. Attendance at required eligibility
- i. IEP and dismissal staffings
- j. Attending in-service meetings as requested
- k. Providing consultation with parents/school area/district staff and physicians, as needed

➤ **QUESTION #44 (Cont'd):**

- I. Adjust to equipment provided to the student by OT/PT as needed
- m. Completion of transfer documents/consultation with staff as needed regarding transfer of equipment provided by a physical therapy/occupational therapy provider from one school to another including labeling and tagging of equipment in the school.

**ANSWER TO QUESTION #44:**

*All of the above.*

➤ **QUESTION #45:**

On page 12 of 25, Section 4.4.3 it states: "Proposer must complete and submit the below listed cost matrix as originally stated. **Price(s) must be proposed at a flat hourly rate which includes all costs including, but not limited to, student related and non-related services, travel, lunchtime, administrative costs, etc. per the matrix below in accordance with the terms, conditions and specifications of the RFP.** There shall be no charge for travel, lunchtime, or administrative costs. It is not required that Proposer submits a unit cost for each job title listed below. SBBC reserves the right to contract for those job title(s) at the hour rate(s) quoted by the Proposer that offers the lowest cost to SBBC.

Also referring to travel on page 9 of 11 of Attachment E, 3.27: **Travel.** Local travel shall not be billed as a reimbursable expense.

Is an Addendum going to be added to this RFP allowing for PT's and OT's to be reimbursed via their hourly wage when traveling from school to school to treat current SBBC students according to their IEP's, or attend IEP meetings, or travel to a student on Hospital Homebound status, or to supervise a PTA or COTA, or perform a Tech Assist or Evaluation? The exclusion of payment for travel time will render the contract unaffordable, ultimately depriving students in schools and on Hospital homebound requiring travel of their OT and PT services. It would not be the providers intention that certain disabilities are being discriminated based on their diagnosis as to the placement of their school (a school without a cluster program - resulting in less students requiring therapy – would ultimately result in less hours to be paid) or H/H status - having to drive without being reimbursed for 30 minutes for a 30minute session – would place these therapists in economic hardship outside of their control. Currently therapists who are lucky enough to have been assigned caseloads where they have enough students in one school to fill an entire day are at an advantage as they do not have to spend the extra money on gas and miles on their personal car when traveling from school to school. Therapists who currently service and provide therapy to schools that may only have one student for 30 minutes per week are already at a disadvantage as compared to their counterparts that are provided schedules with less travel. With the way this RFP is currently worded it appears that this disadvantage will be compounded, schools that have less than a full days work will be costing a therapist too much of an economic hardship to continue with service. Here is the breakdown : A therapist who goes to one school begins his/her day at 8 AM treats students until 2 PM, does one hour of paperwork/Medicaid billing leaves school at 3 PM – will be paid the hours of work from 8 AM – 3 PM. Another therapist goes to one school treats from 8:00 AM – 9:15 AM – travels to another school 15 minutes treats from 9:30 AM – 11:30 AM travels to another school – 30 minutes travel – treats from 12:00 – 2:00 than stays and completes an hour of paperwork until 3 PM. This second therapist worked the same amount of hours and will be paid significantly less than the first therapist. As 45 minutes will be unpaid work. This is not the current industry standard. In situations when therapists are forced to work in more than one building/location they are paid for travel from arrival of their first location for the day to their final treatment location. This is a hardship that is coupled with the cap on the hourly rate of \$64.00 per hour which is already placing many therapists with a pay cut – therapists currently working for SBBC do not receive any benefit packages including but not limited to: paid time off, health insurance benefits, are required by SBBC to carry additional insurance policies, will not benefit from a pension for many years of service. When paying for private health insurance, a family of 4 will pay over \$1600.00 per month with current Obama Care plans.

**ANSWER TO QUESTION #45:**

*See answer to Question 43.*

➤ **QUESTION #46:**

On page 8 of 25 Section 4.4.2.5 states: "Awardees will complete all appropriate documentation for Medicaid Reimbursement. Awardees will be compensated for direct student services and student related activities only."

Will an Addendum be added to this RFP to state direct student services, student related activities and non-student related activities that are currently stated in Accellify billing system as tech assists, equipment, documentation/paperwork, conference, Medicaid billing, meeting (such as non IEP meetings with parent or conference with physician regarding the student) tech assists, trainings, reviewing documents/records, and Travel? All of these items are currently stated as non student related activities in the Accelify program - although many of these activities MUST be performed in order to lawfully comply with the Florida PT Practice Act.

**ANSWER TO QUESTION #46:**

*No. Travel will not be reimbursable. Accelify is an electronic management system used to document/bill services and not directly related to this RFP.*

➤ **QUESTION #47:**

On the current RFP there are references as paid paperwork time such as when a student is absent the therapist may bill 30 minutes, for paperwork, although the 30 minutes will be counted towards part of their daily paperwork time. Will an Addendum be added that states the therapist will be allowed to bill 60 minutes per work day for paperwork / Medicaid billing?

**ANSWER TO QUESTION #47:**

*No addendum will be issued to allow to increase billable paperwork time.*

➤ **QUESTION #48:**

The RFP states that a therapist may work a maximum of 7.5 hours per work day unless prior written approval is received. Although, if a therapist is in an IEP meeting and realizes that the IEP meeting is taking longer than expected, is it the intention of the SBBC to have the therapist exit the meeting requiring the team to reconvene if they are going over the 7.5 hours or should they email the program specialist and explain the extenuating circumstances and continue with the meeting even if they didn't receive the prior approval of going over the max of 7.5 hours? Will this therapist still be paid for their time in this type of situation?

**ANSWER TO QUESTION #48:**

*If there is an extended IEP meeting, the therapist should remain for the meeting and send in an explanation to the program specialist prior to the time of billing explaining the overage.*

➤ **QUESTION #49:**

Page 8 of 25, Section 4.4.2.5 states :Awardee(s) shall provide the following services, but not limited to, initial student evaluations, small group or individual therapy with students, record-keeping for student attendance, supervising assistants, preparing progress reports and therapy notes, preparing a therapy plan of care, participating in the development of **Individual Education Plans (IEP)**, attendance at required eligibility, IEP and dismissal staffings, attending in-service meetings as requested and providing consultation with parents, school area, district staff and physicians, as needed. For **Certified Occupational Therapy Assistants (COTA)** and **Licensed Physical Therapy Assistant (LPTA)**, service will be provided under supervision in accordance with the OT/PT Practice ACT.

It states that therapist must supervise PTA's and COTA's - is this with travel reimbursement? Since the PTA's and COTA's are typically servicing schools that the supervising therapist is not directly treating in, therefore the supervising therapist must travel to the school to supervise in accordance with the OT PT Florida State Practice Act.

**ANSWER TO QUESTION #49:**

*Travel is not reimbursable. Internal changes to assignment/placement are being reviewed to reduce travel needs.*

➤ **QUESTION #50:**

Section 4.2.2 states that the principal officer or manager of my firm should be a licensed occupational therapist or physical therapist. This is obviously best practice and I will conform to the requirement. Does this mean that operating under this RFP contract, the OT/PT program specialist that I will report to in SBBC will be also a licensed OT or PT?

**ANSWER TO QUESTION #50:**

*Awardees would report to the Program Specialist and/or the Curriculum Supervisor.*

➤ **QUESTION #51:**

Section 4.4.2.5 states only direct services and student related activities will be reimbursed. How about activities which do not show up in the billing system as student related...for example, tech assists, supervision, Medicaid billing? Will I be reimbursed for paperwork?

**ANSWER TO QUESTION #51:**

*Logging of services, treatment notes, etc. are considered part of the expectations of the workday up to 7.5 hours.*

➤ **QUESTION #52:**

Section 4.4.2.10 states that a lapse of service of 5 student attendance days will result in a breach of contract. SBBC Employees get at least 10 sick days a year. In addition, they can bank them and let them roll over from year to year. It also states that I will be required to provide a substitute in the event of an anticipated or unanticipated illness, yet the sub is supposed to be interviewed and cleared by SBBC. How is this logistically possible if it takes weeks to get clearance and a badge through SBBC, especially in the event of an unanticipated illness? Can this be amended to be a more reasonable number of days? In addition to not getting paid or having health insurance if I have an unanticipated or anticipated illness, I will then have to come up with money to pay the district? This seems very unreasonable.

**ANSWER TO QUESTION #52:**

*If the awarded vendor is unable to find a suitable replacement after five (5) days, the vacancy will be posted to other eligible awarded vendors to minimize the interruption to student services. All efforts will be made to work with the Awardees in the event of an emergency or unanticipated event.*

➤ **QUESTION #53:**

Section 4.4.3 Cost of services...one sentence states to include travel and the next says that travel will not be reimbursed. This is a significant concern that I would not be paid while traveling. I provide services for the district based on the student's legal document-their IEP. The driving creates excessive wear and tear on my vehicle, mileage, gas costs, etc that other disciplines don't experience. Section 4.4.2.5 also states that "Awardees shall provide the following services, but not limited to, initial student evaluations, small group or individual therapy with students, record-keeping for student attendance, supervising assistants, preparing progress reports and therapy notes, preparing a therapy plan of care, participating in the development of Individual Education Plans (IEP), attendance at required eligibility, IEP and dismissal staffings, attending in-service meetings, as requested and providing consultation with parents, school area, district staff and physicians, as needed." I am willing to participate in all of these activities, but not sure how I will be able to if travel time will not be payable.

**ANSWER TO QUESTION #53:**

*See answer to Question 43.*

➤ **QUESTION #54:**

Section 7.3, Can you please give an example of how this would relate to OT/PT? Is it non-applicable since we are providing services, rather than goods?

**ANSWER TO QUESTION #54:**

*Most of the clauses in 7.3 pertains to goods we purchase under an RFP. This is standard language that is included in all bids and RFPs. The clause, Price(s) quoted for services shall be all-inclusive of costs for performance unless otherwise stated in the Special Conditions of the RFP. Also "Mistakes", Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk, would apply to this contract as well. Special Conditions take precedence over General Conditions of the RFP.*

➤ **QUESTION #55:**

My question is regarding the following section on Page 8: Awardee(s) shall provide the following services, but not limited to, initial student evaluations, small group or individual therapy with students, record-keeping for student attendance, supervising assistants, preparing progress reports and therapy notes, preparing a therapy plan of care, participating in the development of Individual Education Plans (IEP), attendance at required eligibility, IEP and dismissal staffings, attending in-service meetings as requested and providing consultation with parents, school area, district staff and physicians, as needed. For Certified Occupational Therapy Assistants (COTA) and Licensed Physical Therapy Assistant (LPTA), service will be provided under supervision in accordance with the OT/PT Practice ACT. Awardees will complete all appropriate documentation for Medicaid Reimbursement. **Awardees will be compensated for direct student services and student related activities only.**

1. Does the above paragraph state that all of the services included above will be compensated i.e. billable services? This would mean that documentation time will be compensated. Currently, vendors/therapists are compensated for one hour of documentation per day, despite documentation time exceeding the one billable hour. Please clarify that documentation will continue to be compensated.

2. Please explain the last statement above: **Awardees will be compensated for direct student services and student related activities only.** Travel between schools is a student related activity but is not included in the paragraph.

**ANSWER TO QUESTION #55:**

- 1) *Documentation time is currently compensated as part of the workday.*
- 2) *As previously stated for this RFP, travel time will not be a reimbursable expense.*

➤ **QUESTION #56:**

On page 12, please clarify the following paragraph: Proposer must complete and submit the below listed cost matrix as originally stated. Price(s) must be proposed at a flat hourly rate which includes all costs including, but not limited to, student related and non-related services, travel lunchtime, administrative costs, etc. per the matrix below in accordance with the terms, conditions and specifications of the RFP. **There shall be no charge for travel, lunchtime, or administrative costs.**

**Question:** Will travel time be compensated to the vendor in a different way as currently being compensated? Travel is currently included in the flat hourly rate. Please consider that travel between schools is a student related activity because the vendor is required to physically travel from one school to another in order to provide therapy services and attend IEP meetings.

**ANSWER TO QUESTION #56:**

*See answer to Question 43.*

➤ **QUESTION #57:**

In reference to Section 4.4.3, Cost of Services, will the therapists continue to be reimbursed for travel between schools as they currently are?

**ANSWER TO QUESTION #57:**

*See answer to Question 43.*

➤ **QUESTION #58:**

Will the therapists continue to be reimbursed a total of one hour daily for documentation/paperwork and/or Medicaid billing?

**ANSWER TO QUESTION #58:**

*See answer to Question 13.*

➤ **QUESTION #59:**

Will the therapists continue to be reimbursed for participation in IEP meetings?

**ANSWER TO QUESTION #59:**

*Yes, as part of the workday. See answer to Question 48.*

➤ **QUESTION #60:**

According to section 4.4.2.5, "...Awardees will be compensated for direct student services and student related activities." As it is a direct student service to document, measure, compare and analyze objective data relating to a student skill, joint measurement, angle of tilt measurement of a piece of adaptive equipment etc, will SBBC be reimbursing for 30 minutes of paperwork plus 30 minutes of billing each day? In addition, therapists are required to measure, document, observe and report in order to make appropriate recommendations for adaptive equipment and assistive technology. This necessitates careful documentation and considerable time and which cannot be performed by other persons.

**ANSWER TO QUESTION #60:**

*See answer to Question 13.*

➤ **QUESTION #61:**

Section 4.4.2.17 was placed in duplicate on the RFP 17-005V. Please clarify why and if another intended message was supposed to take its place.

**ANSWER TO QUESTION #61:**

*Yes, this is a duplication on Page 10 and 11. Only answer the question once when submitting your proposal.*

➤ **QUESTION #62:**

Section 4.4.3 States that ..."There shall be no charge for travel, lunchtime, or administrative costs..." Based on the fact that most physical therapy needs in a given school are extremely low, traveling from one student to the next is a frequently occurring component of the job. If a vendor is not reimbursed for travel, then there is a significant decrease in the rate being offered by the SBBC for services between two given days, where travel is minimal on one day and more excessive on the next day. Moreover, it is not possible to cover the caseload of physical therapy needs without factoring in travel. Finally, the rate of pay will be more for a therapist who does not travel during the course of his/her caseload than for a therapist who does travel to 4-5 schools in one given day. Will the SBBC reflect and offer an addendum to include travel as a reimbursable service as necessitated by attending to a given caseload requested to be covered by SBBC.

**ANSWER TO QUESTION #62:**

See answer to Question 43.

➤ **QUESTION #63:**

Why is auto liability, "...Owned, non-owned and Hired auto liability with bodily injury and property damage limits of not less than \$1,000,000..." required if the SBBC is stating that travel is not reimbursable?

**ANSWER TO QUESTION #63:**

*Anyone who drives a vehicle onto School Board property is required to have this insurance.*

➤ **QUESTION #64:**

I would like clarification regarding 4.4.2.5 in which it states that Awardees will be compensated for direct student services and student related activities only. Does this include an hour of paperwork and/or Medicaid billing daily? Also, 4.4.3 States there should be no charge for travel, lunchtime, or administrative costs. Does this include travel between schools for direct services?



**ANSWER TO QUESTION #64:**

*All paperwork completion including Medicaid billing is included and reimbursed in the allotted workday unless an extension is granted. As previously stated in the RFP and this Addendum, travel expenses are not reimbursed under this RFP.*

➤ **QUESTION #65:**

What is the nature of the principal officer or manager of services as described in Section 4.2.2 on Page 6? What are the roles and responsibilities the District is looking for that person to have?

**ANSWER TO QUESTION #65:**

*The manager of services is expected to work directly with District personnel to provide appropriate candidates for positions offered. Additionally, they are expected to manage any issues, replacements, etc. in a timely manner in conjunction with District personnel.*

➤ **QUESTION #66:**

What amount or percentage of our contract is required in order to obtain all 10 points assigned to the evaluation criteria for MWBE Participation?

**ANSWER TO QUESTION #66:**

*The points assigned are based on the Proposer's response. If the Proposer is a current M/WBE Certified vendor with SBBC, then the Proposer would receive 10 Points. If the Proposer is not an M/WBE Certified vendor with SBBC but will utilize an M/WBE Certified vendor for services under this contract then a certain amount of points will be provided from the Supplier Diversity and Outreach Program.*

➤ **QUESTION #67:**

Why will therapist be required to carry 1,000,000 auto liability insurance coverage if travel time is unpaid?

**ANSWER TO QUESTION #67:**

*See answer to Question 63.*

➤ **QUESTION #68:**

Will a therapist be required to go to a school when the travel time is equal to or exceeds the billable time?

**ANSWER TO QUESTION #68:**

*Internal review of placement/assignments is being done to reduce travel needs.*

➤ **QUESTION #69:**

Will the 1 hour per day of paperwork/ documentation time remain the same?

**ANSWER TO QUESTION #69:**

*See answer to Question 13.*

➤ **QUESTION #70:**

Will private OT's and PT's that are granted access to school campus's for delivery of private therapy services be required to provide proof of identical auto and professional liability and general liability insurance that contracted therapists are required to carry? If not, why not?

**ANSWER TO QUESTION #70:**

*Private therapists are directly employed by the parent. Awardees are employed directly by SBBC and therefore must meet all SBBC requirements.*

➤ **QUESTION #71:**

What is the main cause or reason to send this project to bid?

**ANSWER TO QUESTION #71:**

*Refer to Section 2.1 of the RFP.*

➤ **QUESTION #72:**

Who are the current/incumbent suppliers of OT & PT services?

**ANSWER TO QUESTION #72:**

*Refer to the answer on Question 1.*

➤ **QUESTION #73:**

What is the current hourly bill rate for OT & PT services?

**ANSWER TO QUESTION #73:**

*Refer to the answer on Question 2.*

➤ **QUESTION #74:**

Are awarded suppliers expected to bill Medicaid themselves or will the district handle this process?

**ANSWER TO QUESTION #74:**

*Awardees are required to document services. BCPS will facilitate billing to Medicaid.*

➤ **QUESTION #75:**

Is there a Request for Waiver of utilizing M/WBE businesses?

**ANSWER TO QUESTION #75:**

*No. It is highly encouraged to use an M/WBE certified vendor during the term of this contract. By using an M/WBE certified vendor, Proposer will receive additional evaluation points to be determined by the Supplier Diversity & Outreach Program for using an M/WBE certified vendor during the term of this contract.*

➤ **QUESTION #76:**

Is this RFP solely for Therapy firms or would SBBC consider a proposal from a healthcare staffing agency for providing licensed therapists?

**ANSWER TO QUESTION #76:**

*SBBC will consider bids from vendors who can provide this service and meeting the requirements of the RFP.*

➤ **QUESTION #77:**

Are the awarded suppliers responsible for creating Plan of Care for students or will SBBC create the Plan of Care?

**ANSWER TO QUESTION #77:**

*The therapist is responsible for creating the POC in our electronic management system.*

➤ **QUESTION #78:**

Is there a minimum of PT/OT that we are expected to staff for the school year?

**ANSWER TO QUESTION #78:**

*Staffing will be based upon IEP services required.*

➤ **QUESTION #79:**

May the awarded suppliers utilize one of their own working Therapists to fulfill the supervision requirement?

**ANSWER TO QUESTION #79:**

*Yes if that therapist is working within our school system.*

➤ **QUESTION #80:**

Is it a requirement that the supplier have a physical office in Broward County, Florida? Will a physical office in a surrounding County be sufficient?

**ANSWER TO QUESTION #80:**

It is not necessary to have a physical office in Broward County, Florida. Yes.

➤ **QUESTION #81:**

What is the timesheet process?

**ANSWER TO QUESTION #81:**

*BCPS utilizes an electronic management system called Accelify. All services are documented through this system including billing. Training is provided to all Awardees by the District.*

➤ **QUESTION #82:**

What is the invoice process?

**ANSWER TO QUESTION #82:**

*See General Condition 7.30 of the RFP.*

➤ **QUESTION #83:**

What color uniforms are required?

**ANSWER TO QUESTION #83:**

*We do not require uniforms for this service.*

➤ **QUESTION #84:**

What equipment are Therapists expected to use? Do we need to supply them with the necessary equipment? (Section 4.4.2.24)

**ANSWER TO QUESTION #84:**

*Individual technology needs should be provided by the Awardee/Therapist (e.g. laptop, cell phone, etc)*

➤ **QUESTION #85:**

What are the submission dates for resumes once awarded?

**ANSWER TO QUESTION #85:**

*Within the school year, resumes should be submitted to District personnel upon notification of a vacancy for internal review. Prior to the start of the school year, vacancies are acquired for internal review.*

➤ **QUESTION #86:**

What are the credential requirements before starting i.e. varicella immunization, online classes, etc.?

**ANSWER TO QUESTION #86:**

*Therapists must have a valid and current Florida license.*

➤ **QUESTION #87:**

What level of experience is needed for the therapist to be considered?

**ANSWER TO QUESTION #87:**

*3 years or more would be our preference. Pediatric or school based experience preferred.*

➤ **QUESTION #88:**

Will a C-Corp agency with a licensed therapist Services Manager meet 4.2.2 requirements?

**ANSWER TO QUESTION #88:**

*Unable to answer at this time.*

➤ **QUESTION #89:**

How does the SBBC manage Therapy needs and distribution?

**ANSWER TO QUESTION #89:**

*Therapists are needed when vacancies occur (as needed basis). This depends on upon the availability of qualified candidates.*

➤ **QUESTION #90:**

Does the SBBC manage the talent in the field from a scheduling prospective or would awarded supplier be responsible for picking up a case to manage for school term?

**ANSWER TO QUESTION #90:**

*SBBC District Office provides all assignments. Therapists manage individual schedules at the school level.*

➤ **QUESTION #91:**

What type of documentation and or reporting is required?

**ANSWER TO QUESTION #91:**

*All services must be documented using our Electronic Management System.*

➤ **QUESTION #92:**

4.4.2.17 is duplicated in the proposal; was something left out?

**ANSWER TO QUESTION #92:**

*This was duplicated in error. Only answer one.*

➤ **QUESTION #93:**

Regarding, 4.4.3 of the proposal, Is the price cap negotiable prior to the bid? I am presently at the cap and have not had a pay increase for three years, with another three years of no increase expected. Shouldn't the cap be at the current 'highest' bidders hourly cost?

**ANSWER TO QUESTION #93:**

*Rates can be negotiated down but not up.*

➤ **QUESTION #94:**

What is the rationale for not paying for travel time? Some therapists travel school to school at least 4 times per day, while others do not travel at all. That is unfair for those who are given a caseload requiring at least an hour of travel a day.

**ANSWER TO QUESTION #94:**

*Due to internal changes in our assignment process for activities including, but not limited to, tech assistants, evaluations, etc. as this will significantly decrease the amount of travel time.*

➤ **QUESTION #95:**

If travel time is taken away, why do I have to carry car insurance liabilities required by the SBBC? If SBBC is not paying me to travel, then I'm on my own time and do not have to have those requirements apply to me.

**ANSWER TO QUESTION #95:**

*See answer to Question 63.*

➤ **QUESTION #96:**

What is the rationale for not supplying laptops or ipads for therapists to complete their Medicaid billing, which SBBC benefits from?

**ANSWER TO QUESTION #96:**

*Awarded vendors are independent entities and would be expected to provide themselves or their employee(s) with the tools necessary to perform their job.*

➤ **QUESTION #97:**

If the SBBC is not supplying an electronic device to complete Medicaid billing, and at some schools they will not allow a personal laptop to be hooked up to the wireless system, then why does paperwork/Medicaid billing time have to take place at a school location?

**ANSWER TO QUESTION #97:**

*If you are being paid for filling out documentation, then the school and ESE Department must keep track of the record of hours worked.*

➤ **QUESTION #98:**

Is the mandatory orientation time billable?

**ANSWER TO QUESTION #98:**

*Yes.*

➤ **QUESTION #99:**

How many contracted OT/COTA's do you currently have working for SBBC? How many employee OT/COTA's?

**ANSWER TO QUESTION #99:**

- 1) See answer to Question 1.*
- 2) 4 COTA, 4 PTA*

➤ **QUESTION #100:**

SBBC does not pay for mileage with travel, but does it pay for the time to travel between schools?

**ANSWER TO QUESTION #100:**

*Previously noted travel is not reimbursable for this RFP.*

➤ **QUESTION #101:**

How many schools would an OT typically be assigned? How many would a PT typically be assigned?

**ANSWER TO QUESTION #101:**

*Unable to determine at this time.*

➤ **QUESTION #102:**

Is a bid bond required?

**ANSWER TO QUESTION #102:**

*No.*

➤ **QUESTION #103:**

What are your current rates for services?

**ANSWER TO QUESTION #103:**

*See answer to Question 2.*

➤ **QUESTION #104:**

How many of the companies that received bids from the previous RFP, currently have therapists assigned to SBBC? What are their current rates for each discipline?

**ANSWER TO QUESTION #104:**

*See answers to Questions 1 and 2.*

➤ **QUESTION #105:**

For clarification of 7.50, does this mean that SBBC would expect to receive a reduction in price for OT/PT services if the vendor submits a lower bid to any other school system in Florida, regardless of the location or size of the school system? Anywhere in the country?

**ANSWER TO QUESTION #105:**

*If your company bids the same services/requirements to another agency and those prices are lower than our current bid then SBBC would request a reduction in rates. This would be other agencies within the State of Florida.*

➤ **QUESTION #106:**

Section 4.4.3, Will the Proposer get paid for travel from one location to the next to provide therapy services?

**ANSWER TO QUESTION #106:**

*See answer to Question 100.*

➤ **QUESTION #107:**

Will the Proposer get paid for paperwork/Medicaid billing?

**ANSWER TO QUESTION #107:**

*See answer to Question 13.*

➤ **QUESTION #108:**

4.4.2.5- States compensation for direct student services and related activities; does this include billing for said student?

**ANSWER TO QUESTION #108:**

*See answer to Question 13.*

➤ **QUESTION #109:**

4.4.2.8- Can an addendum be made to include 7.5 hours per day and/or 37.5 hours per week, district approval, with understanding that the hours are between 7 am- 4.30 pm and documented on therapist schedule? Does the 4 hours need prior district approval?

**ANSWER TO QUESTION #109:**

*An Addendum will not be issued for this request.*

➤ **QUESTION #110:**

4.4.2.9- Is this inclusive of services to schools for employees of vendors already working within the District or only in reference to therapist just beginning to work in the District?

**ANSWER TO QUESTION #110:**

*Therapist just beginning to work in the District.*

➤ **QUESTION #111:**

4.4.2.10- Does the qualified substitute/replacement need prior district approval?

**ANSWER TO QUESTION #111:**

*Yes through contact with the Program Specialist.*



➤ **QUESTION #112:**

Can compensatory services be provided outside of the 7.5 hour/day and/or 35.5 hour/week and will these compensatory services be paid for by SBBC?

**ANSWER TO QUESTION #112:**

*Compensatory services for missed sessions would be determined on a case by case basis.*

➤ **QUESTION #113:**

4.4.2.14- What was the total monetary amount given to SBBC from Medicaid billing for only OT/PT services last year and in the last 3 years? And, of that amount, what was the total cost provided to cover OT/PT services?

**ANSWER TO QUESTION #113:**

*SBBC does not have this information at this time.*

➤ **QUESTION #114:**

4.4.2.13- Will therapist be compensated for billing at the hourly rate? If so, how much time does a therapist have for each day/week to bill?

**ANSWER TO QUESTION #114:**

*All services both direct and indirect must be included within the workday.*

➤ **QUESTION #115:**

4.4.2.14- Will therapist be able to bill SBBC at the approved hourly rate for Medicaid Billing?

**ANSWER TO QUESTION #115:**

*See answer to Question 13.*

➤ **QUESTION #116:**

4.4.2.16- How will other approved Vendors be notified to submit a candidate for approval after the 5 days has lapsed? What determines the approval of a therapist, e.g. vendor price, experience, education and certifications? Within what time frame can SBBC remove a therapist?

**ANSWER TO QUESTION #116:**

*Awardee(s) are notified of vacancies via phone and/or email. All of the factors mentioned are taken into consideration.*

➤ **QUESTION #117:**

4.4.2.17- Will therapists/providers be paid at the vendors approved hourly rate for training?

**ANSWER TO QUESTION #117:**

*Payment will be at the hourly rate for mandatory BCPS training.*

➤ **QUESTION #118:**

4.4.2.19- Will SBBC cover liability insurance for students and cover/ pay for security clearance for students?  
What will SBBC do to follow HIPPA rules and regulations with students?

**ANSWER TO QUESTION #118:**

*SBBC follows all rules and regulations related to HIPPA.*

➤ **QUESTION #119:**

4.4.2.22- Will therapist and assistants be paid to attend orientation workshops?

**ANSWER TO QUESTION #119:**

*Orientation workshops are required for all Awardee(s) by the ESE Department and will be compensated for their time.*

➤ **QUESTION #120:**

4.4.23- Who will be the SBBC representative determining therapist's recommendation for materials and equipment; a licensed OT and/or PT?

**ANSWER TO QUESTION #120:**

*The Program Specialist licensed OT/PT will review all requests for materials/equipment.*

➤ **QUESTION #121:**

Section 4.4.3 - Will SBBC cover travel and documentation at a rate lower than the flat hourly rate? If travel is not included, what is the SBBC plan to ensure that students receiving OT/PT on Hospital/ Homebound receive FAPE if a therapist will not travel secondary to pay?

**ANSWER TO QUESTION #121:**

*Travel is not reimbursable. Any Awardee has the right to decline a position if it does not meet with their needs.*

➤ **QUESTION #122:**

Section 4.4.3 - What data was used in the determination of said hourly rates? Was research performed by SBBC on the hourly rates of school therapist nationally? If so, what was the outcome of the research?

**ANSWER TO QUESTION #122:**

*Yes, research was conducted by the team reviewing the RFP and BCPS is offering a pay rate significantly higher than those paid nationally or statewide.*

➤ **QUESTION #123:**

Section 4.4.3 - Is it the intention of SBBC to have the treating therapists at the schools complete the initial evaluations and technical assistance in place of an evaluation specialist?

**ANSWER TO QUESTION #123:**

*Internal changes will be made to utilize the time and expertise of the assigned therapists in the most efficient and effective manner.*

➤ **QUESTION #124:**

Section 4.4.3. Last paragraph states, ..." if student is absent and use time toward daily allowance for data entry and paperwork." Does this mean that a daily amount of data entry and paperwork time will be provided and payed for by SBBC? If so, how much billable time will be allowed per day?

**ANSWER TO QUESTION #124:**

*Direct and indirect student services are expected to be completed within the allotted workday.*

➤ **QUESTION #125:**

Will SBBC give priority to MWBE vendors for therapist replacement?

**ANSWER TO QUESTION #125:**

*Not at this time.*

➤ **QUESTION #126:**

Please clarify what "The endorsement # is\_\_\_\_\_." referring to.

**ANSWER TO QUESTION #126:**

*Your insurance carrier will fill this section in on your insurance certificate.*

➤ **QUESTION #127:**

7.38- Will SBBC provide contracts and/or addend at a higher rate for therapists with additional certifications, experience and higher education (Master's and Doctorate level therapists)?

**ANSWER TO QUESTION #127:**

*Not at this time.*

➤ **QUESTION #128:**

Page 9 of 25, 4.4.4.10 it states: Awardee(s) must provide uninterrupted services based upon the current school calendar to students by providing qualified substitutes or replacements in the event of an anticipated or unanticipated lapse of service. A qualified substitute is defined to be a therapist for a therapist or a therapist assistant for an assistant. All qualified substitutes must display an SBBC identification badge. (See General Condition 7.42) Any lapse of service to SBBC for five student attendance days during any school year will result in default of contract. Awardee(s) may be responsible to provide compensatory services or payments to SBBC for lapse of service. Does this mean if I become sick and possibly hospitalized or take a vacation and I can't find a replacement then I may have to pay for another therapist to provide compensatory services? Wouldn't the SBBC already have to pay for the therapy anyway? Contract therapists only get paid for work that they provide – if a therapist is sick (then they shouldn't be around children anyway), or if they are unable to work for any reason – they don't get paid for services not rendered – what legal theory would the therapist have to then pay for the services of another therapist? Please explain.

**ANSWER TO QUESTION #128:**

*Your replacement or substitute must be worked out with the Program Specialist so you are not in default of your contract.*

➤ **QUESTION #129:**

Would the PT/OT get reimbursed for travel times from school to school during the course of the day, since most of us travel to several schools in a day? In the past years we have been reimbursed for travel, so would it be the same?

**ANSWER TO QUESTION #129:**

See answer to Question 43.

➤ **QUESTION #130:**

Would the therapist be reimbursed for paperwork/Medicaid billing?

**ANSWER TO QUESTION #130:**

*Yes. This activity is expected to be included in the 7.5 hr. workday.*

➤ **QUESTION #131:**

Can you please clarify the conflicting statements that appear in the following sequence: Price(s) must be proposed at a flat hourly rate which includes all costs including, but not limited to, student related and non-related services, travel, lunchtime, administrative costs, etc. per the matrix below in accordance with the terms, conditions and specifications of the RFP. There shall be no charge for travel, lunchtime, or administrative costs. The two statements contradict each other, please clarify what the hourly rate includes?

**ANSWER TO QUESTION #131:**

*These statements do not contradict each other. Price(s) must include the cost of travel in the hourly rate (cannot be billed separately). There shall be no charge for travel, lunchtime, or administrative costs. These costs are to be included in your hourly cost. Awardee is not paid for their lunchtime.*

➤ **QUESTION #132:**

In the statement, Awardee(s) may be evaluated annually in areas to include, but not be limited to, responsiveness, continuity of service, quality of work and professionalism, who is providing the evaluation and how does it impact this RFP?

**ANSWER TO QUESTION #132:**

*The Program Specialist and/or Supervisor would perform the evaluations of the therapists. If the work of the therapist is not performed in accordance with the contract requirements, Awardee may be found in default of their contract, their contract canceled, and vendor would not be eligible to bid on any other SBBC contracts for a period of two (2) years.*

➤ **QUESTION #133:**

Are we going to get reimbursed for travel time (between schools, to SBBC meetings and mandatory trainings from one of our assigned schools)?

**ANSWER TO QUESTION #133:**

See answer to Question 43.

➤ **QUESTION #134:**

Are we going to get reimbursed for time spent in meetings?

**ANSWER TO QUESTION #134:**

*Mandatory meetings required by the District/Department will be reimbursable.*

➤ **QUESTION #135:**

Are we going to get reimbursed for equipment set up and transporting small equipment between schools?

**ANSWER TO QUESTION #135:**

*Equipment set-up is part of the job description. Equipment will be transported by District staff unless other arrangements are made in advance.*

➤ **QUESTION #136:**

Does the format of 4.4.2 need to be responded to in the RFP format?

**ANSWER TO QUESTION #136:**

*Yes. Provide answers/information to each question asked. Read this section carefully.*

➤ **QUESTION #137:**

Do the responses to statements in sections 4.4.2.3 through 4.4.2.24 need to appear in a table format, as show in the bid documents?

**ANSWER TO QUESTION #137:**

*Yes, provide answers in the same format as shown in that section.*

➤ **QUESTION #138:**

There are significant changes to this RFP that will affect the income and livelihood of the OT's and PT's who are currently contracted by SBBC. These changes represent a reduction of AT LEAST 2 hours per day for most therapists, between paperwork and travel, since most therapists do not work exclusively at one location per day. Is it the intention of SBBC to discontinue paying for travel between schools?

**ANSWER TO QUESTION #138:**

*See answer to Question 43.*

➤ **QUESTION #139:**

In consideration of the significant reduction these changes represent to therapists' income, will SBBC consider continuing to pay for travel between schools?

**ANSWER TO QUESTION #139:**

*See answer to Question 43.*

➤ **QUESTION #140:**

Is it the intention of SBBC to cap pay rates at \$65/hour?

**ANSWER TO QUESTION #140:**

*Yes. This limits the wide price discrepancies that are found in many bids. Awardee(s) may always offer SBBC a special educational discount for pricing and reduce the cost of the services. Awardee(s) may invoice SBBC at an hourly rate less than their original bid price.*

➤ **QUESTION #141:**

In consideration of the significant reduction these changes represent to therapists' income, will SBBC consider increasing the cap to at least the highest current rate?

**ANSWER TO QUESTION #141:**

*Not at this time.*

➤ **QUESTION #142:**

Would a therapist be required to provide a service where the unpaid travel time could potentially be 4 to 5 times the amount of time as the billable service and therefore compensate the therapist for approximately \$12.00 (given a hourly rate of \$64.00) after travel related expenses for 1.25 hours of time?

Example- Therapist has already used paperwork time for earlier absences or at start of day then travels 30 minutes or more each way to a school that only has one student eligible for OT/PT services to service equipment, provide consultation to a student, or when only one student is not present that given day. In this situation a therapist would have traveled 60 minutes or more round trip for 15 minutes or less of paid services.

**ANSWER TO QUESTION #142:**

See answer to Question 43.

➤ **QUESTION #143:**

Who are your current vendors and what prices do they charge?

- a. OT?
- b. PT?
- c. OTA?
- d. PTA?

**ANSWER TO QUESTION #143:**

*See answers to Questions 1 and 2*

➤ **QUESTION #144:**

How many therapists (FTE) did each vendor provide to your District for the current 2015-2016 school year?

- a. OT?
- b. PT?
- c. OTA?
- d. PTA?

**ANSWER TO QUESTION #144:**

Unable to answer at this time.

➤ **QUESTION #145:**

How many contract therapists (FTE) do you anticipate needing for the upcoming 2016-2017 school year?

- a. OT?
- b. PT?
- c. OTA?
- d. PTA?

**ANSWER TO QUESTION #145:**

Unable to determine this at this time.

➤ **QUESTION #146:**

What is the average caseload by discipline in your District?

- a. OT?
- b. PT?
- c. OTA?
- d. PTA?

**ANSWER TO QUESTION #146:**

Unable to determine this at this time.

➤ **QUESTION #147:**

How many schools are typically on a therapist's caseload?

- a. OT?
- b. PT?
- c. OTA?
- d. PTA?

**ANSWER TO QUESTION #147:**

Unable to determine this at this time.

➤ **QUESTION #148:**

Will assigned therapists have access to computers/ laptops and printers at each school site?

**ANSWER TO QUESTION #148:**

*See answer to Question 96.*

➤ **QUESTION #149:**

On Page 11, Section 4.4.2.22, is the orientation workshop billable?

**ANSWER TO QUESTION #149:**

*Yes.*

➤ **QUESTION #150:**

Is the coordination of OT/PT vacancies managed from the ESE central office or directed by each school site?

**ANSWER TO QUESTION #150:**

*Vacancies are managed from the District office.*

➤ **QUESTION #151:**

How many vendors are you planning to award?

**ANSWER TO QUESTION #151:**

*This information cannot be determined at this time. Please see Section 5.4 of the RFP.*

➤ **QUESTION #152:**

What is the District's process to notify awarded vendors of staffing needs?

**ANSWER TO QUESTION #152:**

Vendors are notified by email and/or phone contact.

➤ **QUESTION #153:**

When is the typical timeline in which the District requests contract staff from its awarded vendors in preparation for the start of the new school year?

**ANSWER TO QUESTION #153:**

*Typically up to 2 weeks prior to the start of the school year.*

➤ **QUESTION #154**

Are specific vacancies assigned to specific vendors, or will all awarded vendors have an opportunity to staff all vacancies?

**ANSWER TO QUESTION #154:**

*All awarded vendors have an opportunity to staff all vacancies*

➤ **QUESTION #155:**

Is a specific quantity of vacancies allocated to each awarded vendor, or will all awarded vendors have equal opportunity to staff all vacancies?

**ANSWER TO QUESTION #155:**

*See answer to Question 154.*

➤ **QUESTION #156:**

Has the District disqualified awarded vendors or terminated contracts for default under the previous OT/PT RFP? If yes, please explain the cause for disqualification of awarded vendors or termination of contracts.



**ANSWER TO QUESTION #156:**

*No. SBBC has not terminated contracts for default for OT/PT Services*

➤ **QUESTION #157:**

What is the approximate date in which the District will release the answers to the submitted questions received?

**ANSWER TO QUESTION #157:**

*In January, 2016 or Sooner.*

➤ **QUESTION #158:**

Worker's Compensation Insurance – please specify who will be required to provide?

**ANSWER TO QUESTION #158:**

*Awardee.*

➤ **QUESTION #159:**

Auto Liability – if travel expenses will not be amendable as billable, will Insurance requirements be eliminated?

**ANSWER TO QUESTION #159:**

*See answer to Question 12.*

➤ **QUESTION #160:**

Please clarify 6.4.3. "SBBC's agent or representative shall have access to Awardee's facilities...if there is a home/office, is SBBC requiring access?"

**ANSWER TO QUESTION #160:**

*For auditing purposes of this contract, SBBC auditor(s) will need access to your files regarding any work performed under this contract. SBBC will need access to where these files are located (office, home or location) to review the auditing information.*

➤ **QUESTION #161:**

Section 7.1.2, Please define what a "RFP bond" and a "Performance bond" and under what circumstances they would be required.

**ANSWER TO QUESTION #161:**

*RFP Bond is a type of bond designed to protect SBBC in the event that the Proposer refuses to enter into a contract after the contract is awarded or the Proposer withdraws his proposal before the award. A bid bond is an indemnity bond.*

*Performance Bond: A bond issued by a surety company which guarantees the client that if the Proposer fails to complete the project in accordance with the terms of the construction agreement, the surety company will either complete the contract itself, or arrange for a client-approved contractor to complete the contract.*

*RFP or Performance Bond is not required for this RFP.*

➤ **QUESTION #162:**

Section 3.27, Travel – Therapists with a small caseload at many schools, therapists who attend staffings, perform trainings, tech assists, evaluations, hospital bond treatments, supervise, and other unspecified responsibilities requiring travel during the day from one school to another are discriminated against if “local travel shall not be billed as a reimbursable expense”. How does SBBC propose to assign work without discriminating against assignment requiring travel?

**ANSWER TO QUESTION #162:**

*See answer to Question 43.*

➤ **QUESTION #163:**

If pay for travel time will not be amended in the RFP, will SBBC require each school to provide a designated label parking space for PT/OT to minimize travel time?

**ANSWER TO QUESTION #163:**

*That decision is up to the Principal of the school.*

➤ **QUESTION #164:**

Will the daily billable allowance for documentation/paperwork remain at 1 hour per day?

**ANSWER TO QUESTION #164:**

*That will be determined by the Program Specialist.*

➤ **QUESTION #165:**

If student absence time is to be used towards billable paperwork time, and early in a therapists work day that paperwork time has been met, how will therapists be compensated for their time if there are further student absences that day?

**ANSWER TO QUESTION #165:**

*That will be determined by the Program Specialist.*

**2.0 INTRODUCTION AND GENERAL INFORMATION**

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

**Estimated Usage for OT/PT Services**

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

Total hours of direct occupational therapy services (does not include evaluations, staffing, etc.).....	1540 hours per week
Total hours of direct physical therapy services (does not include evaluations, staffing, etc.).....	560 hours per week
Total number of schools in the District.....	228
Total number of school currently providing services.....	211
Average number of direct hours/week per full-time OT/PT.....	35 hours per week

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

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, December 17**. 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 **July 1, 2016 and continuing through June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract 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 first three years of the contract. A request for price adjustment may be submitted 30 days prior to the first renewal date of the contract. If a price increase is approved after the first renewal date, then that price must remain firm for the two remaining years of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
- 2.5 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.
- 2.6 Evaluation and Award:** All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the District's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

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

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

**4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.17	<del>Awardee(s) must provide proof of services on an original approved voucher form upon initiation of services and up until training is provided on the Accelify Electronic Management System. Once the Awardee/Provider has received training, they will then submit all invoices electronically.</del> <b>THIS IS DUPLICATED</b>			
4.4.2.18	Awardee(s) must have all therapists and assistants and required substitutes or replacements submit to, and pass, the screening of the Special Investigative Unit (SIU), including fingerprinting, prior to working with students as required for all SBBC personnel. All therapists and assistants shall display an SBBC Identification Badge during contracted work hours. Awardee will be required to pay the required fees for screening, fingerprinting and photo identification. (See General Condition 7.42)			
4.4.2.19	Awardee(s) must cooperate with SBBC in its partnership with universities and colleges to provide supervision of practicum experience for student therapists and assistants.			
4.4.2.20	Awardee(s) may be evaluated annually in areas to include, but not be limited to, responsiveness, continuity of service, quality of work and professionalism.			
4.4.2.21	Awardee(s) may not provide private assessments or therapy services to students on their own public school caseload.			
4.4.2.22	All therapists and assistants must attend an orientation workshop of not less than three hours. This orientation workshop will include, but not be limited to, general information on the policies and procedures of the Broward County Special Programs and Procedures, the rights of students with disabilities, and other operational procedures required to carry out the therapy program. Additional workshops may be required during the term of the contract.			
4.4.2.23	Awardee(s) will receive, from SBBC, requested materials, equipment and other related items which have been determined to be necessary to carry out the therapy program for students when approved by a designated SBBC representative.			
4.4.2.24	Awardee(s) must insure that their provider has the necessary technology (eg. Laptop, desktop computer, etc.) needed to carryout job responsibilities.			

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

## 7.0 GENERAL CONDITIONS

7.61 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 shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

### CERTIFICATION

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

(Reference Attachment I)



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0527 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES  
CHARLES V. HIGH, C.P.M., A.P.P., MBA  
[www.browardschools.com](http://www.browardschools.com)

## SCHOOL BOARD

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ROBERT W. RUNCIE  
*Superintendent of Schools*

December 11, 2015

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 17-005V – Occupational and Physical Therapy Services**

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

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

• **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See Section 4.4.4 of the RFP)**

SBBC has implemented a Minority/Women Business Enterprise (M/WBE) 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 businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.

### 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 17-005V

### OCCUPATIONAL AND PHYSICAL THERAPY SERVICES



RFP Release Date: **December 11, 2015**

Written Questions Due: On or Before 5:00 p.m. ET  
**December 17, 2015**  
in Procurement & Warehousing Services Department

Proposals Due:\* On or Before 2:00 p.m. ET  
**January 19, 2016**  
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) 17-005V**  
**1.0 REQUIRED RESPONSE FORM**

**RELEASE DATE:** December 11, 2015

**TITLE: OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

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, January 19, 2016** and plainly marked **RFP 17-005V, Occupational and Physical Therapy Services**. 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 PDF on CD/flash drive and 10 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 17-005V), 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") desires to receive Proposals from **individual persons** and **firms** for **Occupational and Physical Therapy Services (OT/PT)** as described herein. OT/PT therapy services will be provided to students who qualify for services as Exceptional Student Education and Support Services (ESESS) under the Individuals with Disabilities Education Act (IDEA) and Individuals with Disabilities Improvement Act of 2004 (IDIA) and any other students identified by SBBC staff or as required by legislature. OT/PT services will include, but not be limited to, small group or individual therapy with students, evaluations, supervising assistants and aids, record keeping for student attendance, progress reports and therapy notes, individual education plan development, attending in-service meetings as required and providing consultation with parents, school and SBBC staff. In Section 4.5.3, Cost of Services, Proposer may respond to one individual service, all four services or any combination of the four services provided.

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

Total hours of direct occupational therapy services (does not include evaluations, staffing, etc.).....	1540 hours per week
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Total number of school currently providing services.....	211
Average number of direct hours/week per full-time OT/PT.....	35 hours per week

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

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET, December 17**. 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.

2.4 **Contract Term:** The purpose of this RFP is to establish a contract beginning **July 1, 2016 and continuing through June 30, 2019**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

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

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

### **3.0 CALENDAR**

December 11, 2015	Release of RFP 17-005V
December 17, 2015	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
January 19, 2016	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.*
February 9, 2016	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*
February 11, 2016	Posting of Recommendation

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

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

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

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

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

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

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

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

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

To SBBC: Superintendent of Schools  
SBBC  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Exceptional Student Education Department  
Arthur Ashe Campus  
1701 NW 23<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33311

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 must also include a statement of acknowledgement for each item below.

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

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

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

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

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

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

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

4.4.1.2 Complete, and return, with your Proposal, **Attachment B** of the RFP.

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

A. Size of organization. Show personnel structure of your organization.

B. Number of years in business.

C. Number of and types of licensed therapy providers employed by your firm.

**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)**

**4.4.1.3 Company Profile (Continued)**

- D. Proposer must provide a statement that the therapists and assistants, who will provide these services to SBBC during the term of this contract, will hold a current Florida professional license for occupational and/or physical therapy services and have experience with school-aged children for services as stated herein.
- E. State if occupational and/or physical therapy staff are employed by Proposer’s firm or contracted. If, contracted, provide name, address, phone number and name of contact at the firm.

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

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

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

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

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

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

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

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

- |  |     |                          |    |                          |
|--|-----|--------------------------|----|--------------------------|
| Are you an Occupational Therapist?         | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Are you an Occupational Therapy Assistant? | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Are you a Physical Therapist?              | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Are you a Physical Therapy Assistant?      | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |



**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)**

**4.4.2.1 For Individual Providers ONLY (Continued):**

**When are you available to work:**

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

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

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

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

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

**4.4.2.2 For Firms ONLY:**

Indicate the total number of certified/licensed Professionals currently on staff and the total number of available billable hours per week for which you would be able to provide therapists: (**Note:** Awarded vendors will be held accountable for providing therapists as stated below and failure during the contract to do so may result in removal from the pool of awarded vendors)

	<b>Number of Therapists</b>	<b>Hours per Week</b>
a. Registered Physical Therapist	_____	_____
b. Certified Occupational Therapist Asst. (COTA)	_____	_____
c. Registered Occupational Therapist	_____	_____
d. Licensed Physical Therapist Assistant (LPTA)	_____	_____

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

**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)**

4.4.2 **Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.6	Awardee(s) shall provide services consistent with the professional standards of care and comply with all the medical and ethical requirements imposed by the State of Florida, Board of Medicine, the Department of Professional Regulations, the Florida State Department of Education and any other applicable federal, state or local regulatory agency.			
4.4.2.7	Awardee(s) shall provide the requested level of service(s), in accordance with and/or changes for services requested by SBBC, within five (5) calendar days of notice, unless otherwise mutually agreed upon. Excessive failure to meet the needs as requested will result in cancellation of Awardee's contract.			
4.4.2.8	Awardee(s) will maintain normal working hours of 8:00 a.m. to 4:00 p.m. Hours may occasionally be extended from 7:00 a.m. to 4:30 p.m. There will be no reimbursement for a thirty (30) minute lunch period. SBBC may only be invoiced for up to 7.5 hours per day unless prior approval has been granted by SBBC staff for extended service time. Awardee(s) may provide a maximum of four (4) hours of service as needed on each scheduled employee planning day. Invoices not complying with this will be rejected and returned for correction and failure to invoice correctly will result in a delay of payment. Any Awardee who consistently submits invoices that are not correct may be found in default of contract.			
4.4.2.9	Awardee(s) must respond to requested services within five (5) school days of the request by submitting to an interview by a designated SBBC representative. Awardee(s) (firms) can also offer these services and interviews as required.			
4.4.2.10	Awardee(s) must provide uninterrupted services based upon the current school calendar to students by providing qualified substitutes or replacements in the event of an anticipated or unanticipated lapse of service. A qualified substitute is defined to be a therapist for a therapist or a therapist assistant for an assistant. All qualified substitutes must display an SBBC identification badge. (See General Condition 7.42) <u>Any lapse of service to SBBC for five student attendance days during any school year will result in default of contract.</u> Awardee(s) may be responsible to provide compensatory services or payments to SBBC for lapse of service.			

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)****4.4 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):****4.4.2 Scope of Services Provided**

<b>Section</b>	<b>Scope of Service</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But With Stated Deviations</b>	<b>No, Cannot Comply or Provide</b>
4.4.2.11	Awardee(s) must provide a service schedule of all personnel for approval on a regular basis as determined by a designated SBBC representative.			
4.4.2.12	Awardee(s) shall follow all procedures (including, but not limited to, signing in and out, no telephone calls during treatment time) of individual schools where they are assigned. All therapists must carry a cell phone for critical communication throughout the day with SBBC personnel as established. These numbers must be provided to SBBC personnel. There shall be no cost to SBBC to use these communication devices.			
4.4.2.13	Awardee(s) shall prepare time logs, reports, written analysis and other written memoranda in the form and manner deemed appropriate by SBBC.			
4.4.2.14	Awardee(s) shall bill under SBBC's Medicaid provider number, when needed.			
4.4.2.15	All Awardees' providers under this contract shall be required to pass the screening of the of the Broward School's Police, Security Clearance Department prior to placement of assignment as required by SBBC (See General Condition 7.42, SBBC Photo Identification Badge). All Awardees' providers must utilize the STAR system and/or sign-in/out procedures to document attendance at assigned location(s).			
4.4.2.16	SBBC reserves the right to interview all therapy candidates prior to placement. K-12 experience is preferred. SBBC reserves the right to refuse to utilize any proposed therapy candidate. SBBC reserves the right to have an individual therapist removed from the assigned position. Awardee will have five workdays in which to propose a replacement therapist. Should Awardee be unable to provide an acceptable replacement, all other contract Awardees will then be notified to submit a candidate to SBBC.			
4.4.2.17	Awardee(s) must provide proof of services on an original approved voucher form upon initiation of services and up until training is provided on the Accelify Electronic Management System. Once the Awardee's provider has received training, they will then submit all invoices electronically.			

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)****4.5 Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services and M/WBE Participation) (Continued):****4.4.2 Scope of Services Provided**

<b>Section</b>	<b>Scope of Service</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply But With Stated Deviations</b>	<b>No, Cannot Comply or Provide</b>
4.4.2.17	Awardee(s) must provide proof of services on an original approved voucher form upon initiation of services and up until training is provided on the Accelify Electronic Management System. Once the Awardee/Provider has received training, they will then submit all invoices electronically.			
4.4.2.18	Awardee(s) must have all therapists and assistants and required substitutes or replacements submit to, and pass, the screening of the Special Investigative Unit (SIU), including fingerprinting, prior to working with students as required for all SBBC personnel. All therapists and assistants shall display an SBBC Identification Badge during contracted work hours. Awardee will be required to pay the required fees for screening, fingerprinting and photo identification. (See General Condition 7.42)			
4.4.2.19	Awardee(s) must cooperate with SBBC in its partnership with universities and colleges to provide supervision of practicum experience for student therapists and assistants.			
4.4.2.20	Awardee(s) may be evaluated annually in areas to include, but not be limited to, responsiveness, continuity of service, quality of work and professionalism.			
4.4.2.21	Awardee(s) may not provide private assessments or therapy services to students on their own public school caseload.			
4.4.2.22	All therapists and assistants must attend an orientation workshop of not less than three hours. This orientation workshop will include, but not be limited to, general information on the policies and procedures of the Broward County Special Programs and Procedures, the rights of students with disabilities, and other operational procedures required to carry out the therapy program. Additional workshops may be required during the term of the contract.			
4.4.2.23	Awardee(s) will receive, from SBBC, requested materials, equipment and other related items which have been determined to be necessary to carry out the therapy program for students when approved by a designated SBBC representative.			
4.4.2.24	Awardee(s) must insure that their provider has the necessary technology (eg. Laptop, desktop computer, etc.) needed to carryout job responsibilities.			

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

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

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

**4.4.3. Cost of Services (Maximum 25 allowable points)**

Proposer must complete and submit the below listed cost matrix as originally stated. **Price(s) must be proposed at a flat hourly rate which includes all costs including, but not limited to, student related and non-related services, travel lunchtime, administrative costs, etc. per the matrix below in accordance with the terms, conditions and specifications of the RFP.** There shall be no charge for travel, lunchtime, or administrative costs. It is not required that Proposer submits a unit cost for each job title listed below. SBBC reserves the right to contract for those job title(s) at the hour rate(s) quoted by the Proposer that offers the lowest cost to SBBC.

(\*)Price indicated for each job description stated below is the maximum hourly rate that SBBC will pay for this service. Price(s) offered shall not exceed the amount indicated below. **Price(s) which exceed this amount will be disqualified for the job description stated below.** Awardee(s) may offer an additional discount on the rate(s) offered below during the term of the contract and bill SBBC at a lower rate.

**Distribution of Points** will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. Each job title will be considered individually. For example, Proposer A submits a cost for an Occupational Therapist of \$60 per hour and Proposer B submits a cost of \$62.00 per hour and Proposer C submits a cost of \$63.00 per hour; Proposer A would receive 100% for that job title because Proposer A submitted the lowest cost. Proposer B would receive 97% (\$60/\$62) and Proposer C would receive 95% (\$60/\$63).

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

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

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

		<b>Flat (single) hourly rate</b>
4.4.3.1.1	Occupational Therapist..... <b>*Occupational Therapist rate shall not exceed \$64/hr.</b>	\$ _____ per hour
4.4.3.1.2	Certified Occupational Therapist Asst. (COTA).. <b>*COTA rate shall not exceed \$45/hr.</b>	\$ _____ per hour
4.4.3.1.3	Physical Therapist..... <b>*Physical Therapist rate shall not exceed \$64/hr.</b>	\$ _____ per hour
4.4.3.1.4	Licensed Physical Therapist Assistant (LPTA)... <b>*LPTA rate shall not exceed \$45/hr.</b>	\$ _____ per hour

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

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

4.4.4 **M/WBE Participation: (Maximum 10 allowable points):** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:  
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

<b>M/WBE Information:</b> Proposer will be evaluated and points awarded based on the evaluation criterion 4.4.4.1, 4.4.4.2 and 4.4.4.3 depending on the information submitted by the Proposer		<b>Maximum Points</b>
4.4.4.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see <b>Attachment A3</b> , M/WBE Participation). Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this Proposal (See <b>Attachment A3</b> ). Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards M/WBE goal attainment.	<b>10</b>
4.4.4.2	Proposer shall provide staff diversity information by completing and submitting <b>Attachment A2</b> , Employment Diversity Statistics.	<b>0</b>
4.4.4.3	Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	<b>0</b>
	<b>TOTAL POINTS</b> .....	<b>10</b>
	The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report)(see <b>Attachment A1</b> ) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). <b>State your willingness to comply with this requirement.</b>	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <b>State your willingness to comply with this requirement.</b>	

## 5.0 EVALUATION OF PROPOSALS

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

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	35
C. Cost of Services	25
D. Supplier Diversity & Outreach Program	10
<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. 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 all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and receive 70 points or higher from the Committee and approval will be based on the scores ascribed to Proposals as outlined in Evaluation Process and will be made for the services required by SBBC as stated in the RFP. Evaluation of Proposals will be based on an average of Evaluation Committee Member's points. After the conclusion of negotiations, the recommended award would be made for the services sought in the RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment "E"**) 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> Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by 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, January 19, 2016** 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 17-005V – OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

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 **PDF Format** on CD/flash drive and **10 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 17-005V), 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.)



**6.0 SPECIAL CONDITIONS****6.3 INSURANCE REQUIREMENTS (Continued):**

- 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.
- 6.3.6 **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 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted Proposal. To be considered, all Proposals must be delivered in a sealed envelope or box with the correct number of copies, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the RFP opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.

7.2.2 **PROPOSAL SUBMITTED:** All Proposers are reminded that it is the sole responsibility of the Proposer to assure that their proposal(s) is/are time stamped in the **PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due**. Proposals will be opened at 2:00 p.m. ET on date due as stated in the RFP. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

The address for the Proposal submitted, including hand delivery and overnight courier service, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their Proposal or related materials. Procurement & Warehousing Services will not accept delivery of a Proposal or related material requiring SBBC to pay for any portion or complete delivery cost. Prior to the Proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda have been received, that all Addenda requirements have been completed, and all submittals required by an Addendum have been timely filed. No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered. No verbal or written information which is obtained other than by information in this RFP or by Addenda to this RFP shall be binding on SBBC.

7.2.3 **EXECUTION OF PROPOSAL:** One copy of Proposal must be marked "**original**" and contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP. 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.

7.3 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. Price(s) quoted for services shall be all-inclusive of costs for performance unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the Proposal, the **Unit Price** quoted shall govern.

a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192 of the Florida Statutes.

## **7.0 GENERAL CONDITIONS**

### **7.3 PRICES QUOTED (Continued):**

- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. **Failure to do so will be at the Proposer's risk.**
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.4 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.

7.5 **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.

7.6 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and 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.

7.7 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.

7.8 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

7.9 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.10 **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, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, 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.

7.11 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with Paragraph 7.12: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability/Professional Liability. (Refer to the Special Condition 6.3 of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.12 **RFP BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** RFP bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of proposal, SBBC shall notify the Awardee(s) to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

## 7.0 GENERAL CONDITIONS

- 7.13 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.14 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.15 **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.
- 7.16 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- a) Cancellation and default of contract;
  - b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
  - c) All departments being advised not to do business with vendor.
- 7.17 **APPLICABLE LAW:** This RFP, and any Agreement resulting from it, shall be interpreted and construed according to the laws of the State of Florida.
- 7.18 **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.
- 7.19 **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.
- 7.20 **PATENTS & ROYALTIES:** Awardee(s), 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 The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.21 **OSHA:** Awardee warrants that the product(s) 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.
- 7.22 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.23 **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, Employment Services & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754- 321-2158.
- 7.24 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

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

- 7.25 **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.
- 7.26 **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.
- 7.27 **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, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. 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.
- 7.28 **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.
- 7.29 **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 from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.30 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.31 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.30 **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.32 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.33 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee 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 Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

## 7.0 GENERAL CONDITIONS (Continued)

- 7.34 **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

- 7.34.1 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.
- 7.34.2 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.
- 7.35 **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.

- 7.36 **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.**

**7.0 GENERAL CONDITIONS (Continued)**

- 7.37 **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 **February 11, 2016 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.**
- 7.38 **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.
- 7.39 **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.
- 7.40 **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.
- 7.41 **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.**

## 7.0 GENERAL CONDITIONS (Continued)

### 7.42 SBBC PHOTO IDENTIFICATION BADGE:

**Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB 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.**

As of 7/01/15, Fieldprint, Inc. 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** 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. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

**Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**

7.43 **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.

7.44 **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.

7.44.1 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.

7.44.2 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.

7.44.3 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).

7.44.4 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.

7.44.5 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.

7.44.6 The Executive Director, Public Relations & Governmental Affairs shall keep a current list of persons who have submitted the lobbyist statement form.

## 7.0 GENERAL CONDITIONS (Continued)



- 7.45 **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.
- 7.46 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.47 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(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.
- 7.48 **SEVERABILITY:** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this RFP 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.
- 7.49 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 7.49.1 **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.
- 7.49.2 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.
- 7.49.3 **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:
- 7.49.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 7.49.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0).
- 7.49.3.3 Failure to respond to all subsections within the RFP.
- 7.49.3.4 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.
- 7.49.3.5 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.
- 7.49.3.6 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.
- 7.50 **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.
- 7.51 **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.

## 7.0 GENERAL CONDITIONS (Continued)

- 7.52 **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.

- 7.53 **TIE BID PROCEDURES:** If the Committee's evaluation results in a tie total score between two (2) 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 Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.

- 7.54 **PROPRIETARY INFORMATION IN SUBMITTED PROPOSALS:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

# **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
RFP Number: 17-005V  RFP Title: Occupational and Physical Therapy Services					

**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 17-005V – OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

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

In accordance with General Condition 7.10, 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(c)(3), 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(c)(3) 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(a)(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 requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

**Caution:** A disregarded 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 requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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)(i)(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)(i)(B))	The trust

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. 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\_\_\_\_.
(Personally Known \_\_\_\_\_)
OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

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

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

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.

**ARTICLE 2 – SPECIAL CONDITIONS**

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

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

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

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

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

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

(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.

**ARTICLE 2 – SPECIAL CONDITIONS**

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

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

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

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

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

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

**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 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.

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.

***[You need to include an indemnification clause.]***  
***[If the other party is a governmental agency, use this indemnification clause:]***

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



*[If the other party is an individual, partnership or private corporation,  
use this indemnification clause:]*

3.26.\_\_\_\_ **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.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** *Insert Name* agrees to comply with all School Board Policies, local, state and federal laws.

3.29~~6~~ **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

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

Approved as to Form and Legal Content:

\_\_\_\_\_  
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**

## **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.

**ARTICLE 3 – GENERAL CONDITIONS**

**27. Regulatory References.**

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

**28. Governing Law.**

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

**29. Entire Agreement.**

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

**30. Interpretation.**

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

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

**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





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**

## **References**

**REFERENCE INFORMATION**

**PLEASE PROVIDE REFERENCES FOR YOUR THREE LARGEST CLIENTS**

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

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

**REFERENCE INFORMATION (Continued)**

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

# **ATTACHMENT H**

## **Workman's Compensation Affidavit**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

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

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

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

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

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

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

Notary Stamp Below:

# **ATTACHMENT I**

**CERTIFICATION OF DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER TRANSACTIONS**

The School Board of Broward County, Florida  
**17-005V - OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

**SUBMIT THIS FORM WITH YOUR PROPOSAL**

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (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.

---

Organization Name 17-005V  
RFP Number

---

Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s) Date



The School Board of Broward County, Florida  
**17-005V - OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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