



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES
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October 3, 2016

ADDENDUM NO. 2
RFP 17-016V
DRUG AND ALCOHOL TESTING SERVICES

TO ALL BIDDERS:

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

1. Attached are the responses to the questions received.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-016V, Bidder certifies acceptance of this Addendum.

Sincerely,

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

Page 1 of 5 Pages

➤ **QUESTION #1:**

Who is the current vendor?

ANSWER TO QUESTION #1:

Current vendor is Employee Drug Program Management (EDPM)

➤ **QUESTION #2:**

Which laboratory is currently performing the drug screens and confirmations?

ANSWER TO QUESTION #2:

Quest Diagnostics

➤ **QUESTION #3:**

Cost of Services Section – Page 1: What is the current pricing for Item 1: A through E?

ANSWER TO QUESTION #3:

Urine Drug Testing, normal hours - \$29.90/ea

Urine Drug Testing, after hours - \$29.90/ea

Breath Alcohol Testing – normal hours - \$29.90/ea.

Breath Alcohol Testing – after hours - \$29.90/ea.

Expert Witness - \$150/hr.

➤ **QUESTION #4:**

Is SBBC currently paying an additional price for a SPLIT SPECIMEN test request? If so, what is that cost?

ANSWER TO QUESTION #4:

NO additional cost

➤ **QUESTION #5:**

How can we get a copy of the current contract?

ANSWER TO QUESTION #5:

See Exhibit 1 attached.

➤ **QUESTION #6:**

4.4.2.3 - Page 8 of 37 pages - "SBBC must be able to generate quarterly management information statistical reports through the Awardee's website." Is it acceptable for the awardee to generate the statistical reports?

ANSWER TO QUESTION #6:

One section of this RFP does require that the Awardee generate quarterly management reports; however, SBBC needs to be able to compile the data "at will" in response to any request for information.

➤ **QUESTION #7:**

4.4.2.4 – Page 8 of 37 pages – “Awardee must be capable of providing immediate alerts for positive test results via telephone and secure Internet-based messaging” (1) Please define “immediate” alerts via telephone, our lab runs twenty-four (24) hours a day, six (6) days a week. (2) If a positive result is achieved after SBBC business hours what is the protocol? Would SBBC consider an encrypted spreadsheet sent via email as fulfilling the secure internet based messaging request? If not, please clarify this criteria or advise what procedure is being utilized now.

ANSWER TO QUESTION #7:

(1) *“Immediate Alert” is a phone call to the designated number at any time the positive results are determined.*
(2) *Same as Number 1. Encrypted messages/spreadsheets fulfills the “Secure Internet” request.*

➤ **QUESTION #8:**

4.4.2.12 – Page 11 of 37 pages – “Awardee must establish a working relationship with US HealthWorks & Care Spot Health Care locations in Broward County, Florida.” (1) Please advise collection fee(s) being charged by HealthWorks. (2) Please advise how many HealthWorks collection sites are being used.

ANSWER TO QUESTION #8:

(1) *Collection fees are unknown to SBBC. The current Awardee established their own deal with these entities. There is no third party billing. These health centers bill directly to the awarded vendor as being required in this RFP.*
(2) *All locations in Broward County are used to some degree.*

➤ **QUESTION #9:**

It is understood that urine tests will have an initial screen and GSMS confirmation for positive results only. How many drug screens resulted in positive confirmations in 2015?

ANSWER TO QUESTION #9:

Twenty-two (22) drug positives in 2015

➤ **QUESTION #10:**

Are MRO services required for both negative and positive tests results?

ANSWER TO QUESTION #10:

Yes.

➤ **QUESTION #11:**

How many positive alcohol tests were there in 2015?

ANSWER TO QUESTION #11:

Eight (8) alcohol positives in 2015.

➤ **QUESTION #12:**

May we receive a copy of the current chain of custody form?

ANSWER TO QUESTION #12:

See Exhibit 2, attached.

➤ **QUESTION #13:**

What are the drugs to be tested, and their cut-off levels?

ANSWER TO QUESTION #13:

Information specific to this question is provided in RFP "Scope of Services" and "Specifications" and additional places stated in the RFP. Additionally, "Reasonable Suspicion" drug testing is a standard 10 panel expanded opiates/12 panel test.

➤ **QUESTION #14:**

What lab certification is required CLIA, SAMHSA (the gold standard in drug testing)?

ANSWER TO QUESTION #14: MINIMUMLY- "CLIA"

Minimumally – "CLIA"

➤ **QUESTION #15:**

Is it possible to receive a copy of the present contract holders RFP/Contract?

ANSWER TO QUESTION #15:

See answer to Questions 1 and 5.

➤ **QUESTION #16:**

As a Certified M/WBE in the State of Florida and a DBE Broward County are we then already recognized as a vendor that can provide services to the School Board of Broward County?

ANSWER TO QUESTION #16:

Your company does not need to be recognized as a M/WBE vendor in order to do business with SBBC. SBBC only recognizes our own M/WBE certification in order to receive points for the M/WBE section of the RFP. Please contact our M/WBE office as stated in Section 4.4.4 of the RFP. In order to receive M/WBE points, your company must become certified before the opening of the RFP.

➤ **QUESTION #17:**

As a Certified TPA already having been awarded contracts from the State of Florida Department of Transportation and The Palm Beach County School District are you able to "Piggy-Back" on those contracts?

ANSWER TO QUESTION #17:

Yes, we can piggyback other government contracts. Our School Board requests that we issue our own RFPs to make sure we are receiving the best available pricing and service.

➤ **QUESTION #18:**

Is it possible since we are a full service TPA providing a "one stop shop" for Drug and Alcohol testing programs that we provide all of the services directly? We presently provide 24/7 Emergency On-Site drug testing collections and you had indicated to use USA Mobile to do that? / Random Selections and collections, etc. We would not have to partner with USA Mobile on that unless that was part of your criteria.

ANSWER TO QUESTION #18:

No, if you could fill all the functions, the suggested collection vendor would not be required; however, current collector does not only do on-site for "emergencies". All random testing is also done "on-site" at our various locations throughout the year based on our scheduling.

➤ **QUESTION #19:**

We can provide all of the services required in this RFP therefore, would we have to partner with US Healthworks to do the collections?

ANSWER TO QUESTION #19:

Those additional sites are utilized for individual new hire pre-employments, post-accident and random (when individuals are absent from the group testing dates). Are you stating that you can provide various geographic testing locations throughout Broward County so employees do not have to travel far from their respective locations? If the answer is YES, then there would be no need to partner with another company.

➤ **QUESTION #20:**

Was the previous contract all-inclusive as well? I believe if there was a line item for the 24/7 on site collections as well as the Supervisor training webinars and or workshops it would not impact the line items of the actual drug test and or alcohol test.

ANSWER TO QUESTION #20:

Previous contract was all inclusive which means 24/7 collection as well as supervisor training.



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

INVITATION TO BID (ITB)

Employers Drug Program Management db/a EDPM

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):
August 26, 2013

ITB NO.:
14-038N

RELEASE DATE:
August 1, 2013

PURCHASING AGENT:
Keith Roberts
754-321-0531

BID TITLE:
DRUG AND ALCOHOL TESTING SERVICES

Bids must be submitted to the Supply Management & Logistics Department and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

SECTION 1, Bidder Acknowledgement

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

Bidder's Name and state "Doing Business As", where applicable:

Employers Drug Program Management DBA EDPM

Address: **505 20th St. N., Financial Center, Ste 1200**

City: **Birmingham**

State: **AL** Zip Code: **35203**

Telephone Number: **205-326-3100**

Toll Free Number: **800-833-9412**

Fax Number: **205-716-3044**

E-Mail Address of Authorized Representative:

E-mail Address to Send Purchase Orders:
Kdake@edpm.com

Federal Tax Identification Number:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

P.O. Address: **55724**

City: **Birmingham**

State: **AL** Zip Code: **35255**

Contact: **Kimberlie Dake**

Telephone Number: **205-326-3100**

Toll Free Number: **800-833-9412**

Fax Number: **205-380-4220**

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

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

Jason Dailey

Signature of Authorized Representative (Manual)

Jason Dailey

Name of Authorized Representative (Typed or Printed)

Director of Sales & Marketing

Title

SECTION 2, Submittal Requirements

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

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

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

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

SECTION 5, BID SUMMARY SHEET

		(TO BE AWARDED AS A GROUP)	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
ITEM 1:		1ST PERIOD (DECEMBER 2013 AND ENTIRE YEAR 2014, 13 MONTHS) OF CONTRACT TESTING SERVICES		
A.	1554 each	Urine Drug Testing, normal hours	\$ <u>29.90</u> /ea	\$ <u>46,464.60</u>
B.	13 each	Urine Drug Testing, after hours	\$ <u>29.90</u> /ea	\$ <u>388.70</u>
C.	272 each	Breath Alcohol Testing, normal hours	\$ <u>29.90</u> /ea	\$ <u>8,132.80</u>
D.	6 each	Breath Alcohol Testing, after hours	\$ <u>29.90</u> /ea	\$ <u>179.40</u>
E.	6 hr	Expert Witness Cost	\$ <u>150.00</u> /hr	\$ <u>900.00</u>
		2ND YEAR (2015) OF CONTRACT TESTING SERVICES		
F.	1554 each	Urine Drug Testing, normal hours	\$ <u>29.90</u> /ea	\$ <u>46,464.60</u>
G.	13 each	Urine Drug Testing, after hours	\$ <u>29.90</u> /ea	\$ <u>388.70</u>
H.	272 each	Breath Alcohol Testing, normal hours	\$ <u>29.90</u> /ea	\$ <u>8,132.80</u>
I.	6 each	Breath Alcohol Testing, after hours	\$ <u>29.90</u> /ea	\$ <u>179.40</u>
J.	6 hr	Expert Witness Cost	\$ <u>150.00</u> /hr	\$ <u>900.00</u>
		3RD YEAR (2016) OF CONTRACT TESTING SERVICES		
K.	1554 each	Urine Drug Testing, normal hours	\$ <u>29.90</u> /ea	\$ <u>46,464.60</u>
L.	13 each	Urine Drug Testing, after hours	\$ <u>29.90</u> /ea	\$ <u>388.70</u>
M.	272 each	Breath Alcohol Testing, normal hours	\$ <u>29.90</u> /ea	\$ <u>8,132.80</u>
N.	6 each	Breath Alcohol Testing, after hours	\$ <u>29.90</u> /ea	\$ <u>179.40</u>
O.	6 hr	Expert Witness Cost	\$ <u>150.00</u> /hr	\$ <u>900.00</u>
		4TH YEAR/1ST ANNUAL RENEWAL OPTION (2017) TESTING SERVICES		
P.	1554 each	Urine Drug Testing, normal hours	\$ <u>30.80</u> /ea	\$ <u>47,863.20</u>
Q.	13 each	Urine Drug Testing, after hours	\$ <u>30.80</u> /ea	\$ <u>400.40</u>
R.	272 each	Breath Alcohol Testing, normal hours	\$ <u>30.80</u> /ea	\$ <u>8,377.60</u>
S.	6 each	Breath Alcohol Testing, after hours	\$ <u>30.80</u> /ea	\$ <u>184.80</u>
T.	6 hr	Expert Witness Cost	\$ <u>150.00</u> /hr	\$ <u>900.00</u>

VENDOR NAME: EDPM, Inc.
 KR/ma/cjb/pg

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

SECTION 5, BID SUMMARY SHEET (Continued)

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
5TH YEAR/2ND ANNUAL RENEWAL OPTION (2018) TESTING SERVICES			
U.	1554 each	Urine Drug Testing, normal hours	\$ <u>30.80</u> /ea \$ <u>47,863.20</u>
V.	13 each	Urine Drug Testing, after hours	\$ <u>30.80</u> /ea \$ <u>400.40</u>
W.	272 each	Breath Alcohol Testing, normal hours	\$ <u>30.80</u> /ea \$ <u>8,377.60</u>
X.	6 each	Breath Alcohol Testing, after hours	\$ <u>30.80</u> /ea \$ <u>184.80</u>
Y.	6 hrs	Expert Witness Cost	\$ <u>150.00</u> /hr \$ <u>900.00</u>
TOTAL BID ITEM 1 (A-Y inclusive)			\$ <u>283,648.50</u>

ADDITIONAL REQUIRED INFORMATION

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

Name of Laboratory: Quest Diagnostics Incorporated

Address: 1777 Montreal Circle, Tucker, GA 30084

Phone Number: 678-406-1109 FAX: 678-406-1036

Name of Contact: Brian Brunelli (lab director)

E-mail Address: brian.a.brunelli@questdiagnostics.com

Web Address: www.questdiagnostics.com

ADDITIONAL INFORMATION SHEET

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

YES NO

VENDOR NAME: EDPM, Inc.
 KR/ma/cjb/pg

**Proposal for
Drug and Alcohol Testing Services
For**



*Invitation to Bid 14-038N
Due: August 26th, 2013 at 2:00 PM ET*

Bidder:



Screening. Training. Understanding.

**EDPM, Inc.
505 20th Street North, Suite 1200
Financial Center
Birmingham, Alabama 35203
800.833.9412
www.edpm.com**

**Authorized Contact: Jason Dailey
Director of Marketing and Sales
Phone: 800.833.9412 ext 226
jdailey@edpm.com**

EXECUTIVE SUMMARY

EDPM understands the requirements set forth in the School Board of Broward County, Florida (SBBC) ITB, particularly as they relate to Federal Motor Carrier Safety Administration (FMCSA) compliance. We also understand the need for timely, efficient, and professional drug and alcohol testing at various locations throughout the county as well as efficiency improvements in the areas of random testing and an online platform for results access and assistance with compliance management. EDPM can meet or exceed all of these requirements and expectations.

Introduction

EDPM is a full service third-party administrator (TPA) of drug testing and background screening services. EDPM ensures that all drug and alcohol testing services provided are in full compliance with federal, state, and local regulations. We take great pride in customizing workplace drug and alcohol program services to uniquely fit the client's needs, thereby minimizing client administrative resource time and expense. For example, one of our Fortune 50 clients noted that EDPM's partnership reduced their administrative resource time on drug testing by more than 30 percent.

An aggressive operating philosophy has helped EDPM become a nationwide leader in the field of third party administration of drug and alcohol testing programs. A measure of our success can be seen in the longevity of our client partnerships. Since 1990, EDPM has serviced more than 3,000+ client organizations including 100+ governmental entities throughout the United States; EDPM's first client is still a satisfied client 20+ years after their first drug test.

Efficiency Improvements

EDPM seeks to improve efficiencies to the SBBC drug/alcohol testing program in the following four areas:

- 1) **Random Testing Program Management** – emphasis on ensuring compliance with DOT requirements
 - Generate random selections either monthly or quarterly
 - Utilize a federally approved and scientifically valid computerized system
 - Ensure random selections are consistent with DOT guidelines
 - Provide random testing compliance reports to assess random testing program goal attainment
- 2) **Regulatory Consultation & Compliance Services** – our knowledgeable & experienced staff can:
 - Provide periodic policy review and ongoing consultation to ensure compliance with DOT guidelines and industry-wide best practices
 - Offer testing program audit and compliance services
- 3) **Results Reporting** – user-friendly web-based results reporting
 - Provide access to drug test results in real time via web-based platform
 - Offer Printable, searchable, and archived online reporting for statistical analysis

- **Deliver flexibility in reporting via different levels of secure access across SBBC**
 - **Realize full security and confidentiality of results**
- 4) **Customer/Client Service – at EDPM our clients are not just another account number; SBBC will benefit from:**
- **Live operator assistance (no dial-by prompts)**
 - **Experienced account manager knowledgeable about your testing procedures**
 - **Direct dial and cell phone numbers to key staff members**
 - **No offshoring of services or personnel**
 - **On-Staff Medical Review Officer services**

In addition to these four service areas, SBBC will also benefit from EDPM 24/7, our 24-hour on-call support service that will enable SBBC to deal with any emergency or after-hours situation that may arise, such as a post-accident drug and alcohol screen. A live on-call representative is available and will be available to respond to any after-hours testing needs.

EDPM follows alcohol/drug testing operating procedures as outlined in Department of Transportation regulation 49 CFR Part 40. The Federal Motor Carrier Safety Administration (FMCSA) 49 CFR Part 382 governs mandated controlled substances and alcohol testing requirements for commercial drivers' licensed (CDL) employees, including school bus operators. EDPM's services are compliant with these DOT regulations.

A substantial percentage of EDPM's clients conduct DOT-mandated testing. Two of our key management personnel, Dr. Donna Smith (Regulatory Affairs Officer) and Dennis Bennett (Chief Development Officer) were the original architects of the DOT testing regulations and have extensive experience in managing compliance with DOT regulations, Department of Health and Human Services (DHHS) Guidelines, and the Omnibus Transportation Employee Testing Act (OTETA). Many EDPM clients are routinely audited by DOT and other federal or state agencies and we regularly assist them in providing consultation and necessary compliance documentation.

SBBC can leverage EDPM's multiple product/service offerings to develop a comprehensive solution for DOT-mandated employers. EDPM offers the following:

- **Supervisory training for supervisors and managers in reasonable suspicion drug/alcohol testing**
- **Pre-employment, random, post-accident, reasonable suspicion, return to duty and follow-up testing services administration and management**
- **Random testing selection, notification, and management**
- **Specimen collection and alcohol testing services provided by DOT qualified specimen collectors and breath alcohol technicians**
- **Urine drug testing at SAMHSA certified laboratories**

- **Review, interpretation, and reporting of drug test results by DOT-qualified Medical Review Officers**

SECTION 6, BID SPECIFICATIONS

APPLICABLE LAWS, RULES, STATUTES AND POLICY

1. The following Federal Laws and Rules shall apply as currently enacted and amended from time to time:
 - A. The Omnibus Transportation Employee Testing Act of 1991.
 - B. The U.S. Department of Transportation's (USDOT) Office of Drug and Alcohol Policy and Compliance Procedures for Transportation Workplace Drug and Alcohol Testing Programs" Rule, 49 CFR Part 40. The entire document can be found at <http://www.dot.gov/odapc/part40>.
 - C. The USDOT Federal Transit Administration (FTA) "Prevention of Alcohol Misuse and Prohibited Drug Use in transit Operations" Rule 49 CFR Part 655. The entire document can be found at <http://transit-safety.volpe.dot.gov/Safety/DATesting/Regulations/pdf/49cfr655.pdf>
 - D. The USDOT Federal Motor Carrier Safety Administration "Controlled Substances and Alcohol Use and Testing" Part 382.603 Training for Supervisors. The entire document can be found at <http://federal.eregulations.us/cfr/section/title49/chapterIII/part382/sect382.603?selectdate=1/20/2012>.

2. The following Florida Statutes, as currently enacted and amended from time to time shall also apply:
 - A. Section 112.0455 F.S. Drug-Free Workplace Act.
http://leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/Sections/0112.0455.html
 - B. Section 322.62 F.S. Driving under the influence; commercial motor vehicle operators. <http://www.flsenate.gov/laws/statutes/2011/322.62>
 - C. Section 322.63 F.S. Alcohol or drug testing; commercial motor vehicle operators. <http://www.flsenate.gov/Laws/Statutes/2012/322.63>
 - D. Section 322.64 F.S. Holder of commercial driver's license; persons operating a commercial motor vehicle; driving with unlawful blood-alcohol level; refusal to submit to breath, urine or blood test.
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0322/Sections/0322.64.html

3. In addition, School Board Policy 2400 Drug-free Workplace shall also apply:
<http://www.broward.k12.fl.us/sbbcpolicies/docs/P2400.000.pdf>

EDPM acknowledges the applicable regulations, statutes and policy that govern SBBC's drug and alcohol testing policy. EDPM agrees to provide all drug and alcohol testing services in accordance with these guidelines.

OVERVIEW OF TESTING REQUIREMENTS

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

EDPM has the resources, experience and procedures in place to fulfill the requirements outlined in this ITB. EDPM will conduct random selection of DOT regulated employees for drug and alcohol testing in accordance with 49 CFR Part 382.

2. SBBC requires that certain employees will be subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty as well as follow-up testing. Reasonable suspicion, return-to-duty and follow-up testing applies to all SBBC employees.

EDPM understands the scope and application of the SBBC workplace drug and alcohol policy and testing programs. EDPM will provide required and requested testing services as specified in this ITB.

3. Awardee MUST have Internet accessibility in order to be considered for award. SBBC must be able to retrieve testing results within 48 hours via both Internet and phone access. SBBC must be able to generate quarterly management information statistical reports through the Awardee's website.

Web-Based Reporting

EDPM has a secure, web-based reporting tool that provides real-time access to test results to our clients, 24 hours a day. This innovative reporting tool requires no additional software and meets DOT security requirements to ensure confidentiality of results. EDPM's website reporting platform provides:

- Access to test results 24/7 in real time
- A browser-based system – no software installation needed
- On-Demand statistical reports (e.g. MIS report)
- Electronic notification when result posted
- Electronic drug/alcohol test scheduling
- Real-Time testing status up-dates
- Multiple user-defined access levels to information across the SBBC account
- Customized access by division, location, personnel level and other parameters
- Secure web connection
- The ability to make changes to employee random pool lists at your convenience
- User-friendly interface with minimal training required
- Back-Up system that retains data in accordance with record retention requirements 49 CFR Parts 40 and 382
- Large volume data processing without service interruption

4. Awardee must be capable of providing immediate alerts for positive test results via telephone and secure Internet-

based messaging. Awardee must be capable of submitting quarterly and annual management reports and summaries, random employee lists, test results and invoicing in an MS Excel format, or a spreadsheet format that is convertible to MS Excel.

All positive drug test results are reported telephonically to the SBBC designated contact(s) by the MRO Department and are posted on the secure website. Email notifications that positive results have been posted to the website can also be provided. Authorized SBBC contact personnel and the methods for contacting them are established during the client implementation process.

Standard statistical and management reports and summaries are obtainable through EDPM's online reporting system. Authorized SBBC personnel may generate statistical reports on-demand through EDPM's web-based platform. Some online reports are available in PDF (e.g. MIS data sheet, random compliance report) while grids are exportable to Excel based on criteria selected for the report.

Additional statistical and management reports are available upon request. These reports and data such as turn-around time, random compliance reports, utilization reports, can be provided using client determined parameters. Invoices are provided in MS Excel format.

5. Awardee must provide periodic supervisory level training to selected D.O.T. and Non-D.O.T SBBC employees with respect to reasonable suspicion of drug and alcohol abuse, how to spot the signs of abuse and the methods of documenting, reporting, referral and the consequences of testing actions. The Awardee will be required to provide this training at no additional cost to SBBC and in compliance with the applicable laws, listed above.

For more than 20 years, EDPM has served as a corporate training resource in the area of substance abuse education, prevention, and detection in the workplace for its clients. EDPM will provide annually one reasonable suspicion training instructor led session at a designated SBBC facility. On-Going reasonable suspicion training will be made available through EDPM's online training platform. All training will be provided to SBBC at no additional cost.

The supervisory reasonable suspicion training program developed by EDPM provides instruction and resource materials specific to DOT requirements. The training program includes:

- 60 minutes of training on the signs, symptoms and indicators of drug use
- 60 minutes of training on the signs, symptoms and indicators of alcohol use
- Reasonable suspicion testing criteria
- Reasonable suspicion testing documentation, procedures and determinations
- Supervisor's role, duties and responsibilities in reasonable suspicion testing

This program is available on CD, online and webinar training as well as for classroom presentations.

EDPM training (classroom, webinar, and on-line courses) is conducted by the following personnel.

Donna Smith, Regulatory Compliance and Program Development Officer

As one of the principal authors and architects of the regulations for U.S. military, federal employees, and U.S. Department of Transportation(DOT) drug and alcohol testing programs, Dr. Smith has over 30 years' experience and expertise in regulatory compliance. She is a nationally recognized expert in the areas of Federal drug testing regulations, drug and alcohol testing procedures, drug and alcohol abuse awareness training for employees and managers, medical review officer (MRO) procedures, drug free workplace policy and procedures, substance abuse prevention and rehabilitation. Since 1990 she has served on the faculties of the American Society of Addiction Medicine (ASAM) and the American College

of Occupational and Environmental Medicine (ACOEM) for continuing medical education courses in drug and alcohol testing. Dr. Smith currently serves on the Substance Abuse and Mental Health Services Administration's (SAMHSA) Federal Drug Testing Advisory Board (DTAB) and is a past-president of the Substance Abuse Program Administrators' Association (SAPAA), a national drug and alcohol industry association. Dr. Smith is an invited presenter at national conferences and symposia and is renowned for her training and education courses for urine specimen collectors, breath alcohol technicians, labor attorneys, managers and supervisors, employees, substance abuse professionals (SAP), and MROs. Dr. Smith earned a BA in sociology from Capital University, an MSW in clinical social work from Hunter College, CCNY, and an EdD/PhD in counseling psychology from Ball State University.

Hunter Strickler, Marketing and Training Representative

Mr. Strickler received his B.S. in Marketing at the University of Alabama. Since joining EDPM in 2006, Mr. Strickler has traveled to nearly all 50 states providing corporate training programs to EDPM clients on the best practices in employment screening. He has overseen numerous large scale client implementation projects and is well-versed in both state and federal employment screening guidelines. Certified as a DOT specimen collector and trainer as well as a breath alcohol technician and trainer, Mr. Strickler understands the full spectrum of drug and alcohol testing protocols.

Charles Ash, Co-Founder and CEO of EDPM

Mr. Ash also brings a wealth of experience in alcohol/drug testing training services. He has lectured on alcohol and drug abuse issues throughout the country and has served as a drug program advisor and educator for numerous business, industry and law enforcement associations and agencies. He is a Director of the National Council on Alcoholism and Drug Dependency -- Alabama Chapter. Mr. Ash began working in the health care industry in 1973 and specializes in drug and alcohol related health care issues. Mr. Ash received his B.A. and post graduate study from the University of South Alabama.

TESTING SERVICE SPECIFICATIONS

1. Awardee shall promptly conduct the appropriate drug and/or alcohol testing on all individuals referred by the SBBC Risk Management Department in accordance with the above-referenced applicable laws, rules, statutes and policies as well as the following requirements of these Bid Specifications.

Testing services will be administered promptly as directed by SBBC and in accordance with applicable laws, rules, statutes and policies.

2. Awardee's collection sites must have all the necessary personnel, materials, equipment, facilities and supervision necessary to carry out the Bid Specifications and responsibilities in this bid and to provide for the collection, temporary storage, and testing and/or shipping of specimens as well as a suitable and clean office area for waiting. Awardee-provided collection sites must comply with the above-referenced applicable laws related to providing testing services.

All contracted EDPM collection sites/specimen collection service providers must provide documentation that their urine specimen collectors meet the qualification training requirements specified in 49 CFR Part 40.

EDPM enters into Service Level Agreement (SLA) relationships with each site providing service for our clients that require urine collections and breath alcohol testing to be conducted in accordance with DOT regulations. Additionally, EDPM audits clinics as necessary to ensure the collection site is performing to the standards set forth in the SLA.

3. Alcohol testing is to be conducted by a Breath Alcohol Technician (BAT), or any other person approved by the USDOT, using an Evidential Breathing Testing Device (EBT) as specified by and conforms with the applicable laws to measure the amount of Breath Alcohol Concentration (BAC) in a volume of breath or any other test used to detect the bodily presence of alcohol that is approved by the USDOT/FTA.

EDPM enters into Service Level Agreement (SLA) relationships with each site providing service for our clients that require breath alcohol testing to be conducted in accordance with DOT regulations. All breath alcohol tests are administered using a DOT approved Evidential Breath Testing Device (EBT). Additionally, EDPM audits alcohol testing sites as necessary to ensure the collection site is performing to the standards set forth in the SLA. On-site breath alcohol testing services are provided by a Breath Alcohol Technician meeting all DOT qualification standards, and using an EBT meeting DOT specifications for evidential breath alcohol testing in accordance with 49 CFR Part 40.

4. Drug testing, via urine specimen collection, must be conducted using a scientifically reliable method in an HHS-certified laboratory and performed in accordance with the HHS-approved procedures to determine the presence of the following, but not limited to, controlled substances: marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines.

EDPM partners with several (SAMHSA) certified laboratories to provide DOT and NON-DOT testing services for its clients. EDPM will ensure that all urine specimens for drug testing under this contract are analyzed at a SAMHSA certified drug testing laboratory. All testing at the laboratory is conducted in accordance with 49 CFR Part 40 specifications concerning analytical methods, drug testing panel, cut-off levels and reporting requirements. For the purposes of this bid, EDPM

proposes to use a Quest Diagnostics, Inc. laboratory for specimen analysis.

5. All urine specimen and breath collection for drug and alcohol testing services must be available 24 hours per day, 365 days per year for each type of testing whether scheduled for pre-employment, random, reasonable suspicion, post-accident, return-to-duty and/or follow-up testing. SBBC employees are on duty year-round at all times. Laboratory testing or urine samples may be completed during the laboratory's normal working hours. Normal working hours will also include at least one monthly 6:30 a.m.- and one 5:30 p.m.-testing time for the locations listed in Testing Service Specifications 14, below.

A collection site network of clinics and laboratory patient service center locations as well as an on-site (mobile) collection provider has been identified that provides SBBC with multiple collection providers within Broward County 24/7/365. Please see below the listing of proposed collection sites.

Collection Site Name	Address	City	St	Zip	Business Hours
Quest Diagnostics – Plantation*	7451 NW 4th Street, IMAC Bldg	Plantation	FL	33317	M-F 7:00 am-3:00 pm
Quest Diagnostics - Ft. Lauderdale*	1739 E Commercial Blvd	Fort Lauderdale	FL	33334	M-F 7:00 am-4:00 pm / Sa 8:00 am-12:00 pm
Quest Diagnostics - Ft. Lauderdale 17th St*	1491 SE 17th Street	Fort Lauderdale	FL	33316	M-F 6:00 am-3:00 pm
Quest Diagnostics - Pompano Beach*	505 N Federal Highway	Pompano Beach	FL	33062	M-F 7:00 am-4:00 pm
Quest Diagnostics - Silver Lakes*	17900 NW 5th Street, Ste 101	Pembroke Pines	FL	33029	M,Tu,Th,F 7:00 am-4:00 pm / W 7:00 am-12:00 pm / Sa 7:00 am-11:00 am
Quest Diagnostics - Washington St*	3700 Washington Street, Ste 102	Hollywood	FL	33021	M-F 7:00 am-4:00 pm / Sa 7:30 am-11:30 am
Quest Diagnostics - Hallandale Beach*	110 N Federal Highway, Ste 101	Hallandale Beach	FL	33009	M-F 7:30 am-12:00 pm & 1:00 pm-4:30 pm
Doctors 365 Urgent Care**	1368 N University Drive	Plantation	FL	33322	Mo-Su 8:00 am-8:00 pm
EMSI - Ft. Lauderdale**	2225 S Federal Highway	Fort Lauderdale	FL	33316	M-F 8:30 am-12:00 pm & 1:00 pm-4:00 pm
ArcPoint Labs - Cooper City**	11011 Sheridan Street, Ste 209	Cooper City	FL	33026	M-F 8:30 am-5:00 pm

Collection Site Name	Address	City	St	Zip	Business Hours
Drug Testing Services**	10011 Pines Blvd. Ste 202	Pembroke Pines	FL	33024	M,F 8:00 am-2:00 pm / Tu,W,Th 9:00 am-6:00 pm
Quest Diagnostics – Plantation*	7451 NW 4th Street, IMAC Bldg	Plantation	FL	33317	M-F 7:00 am-3:00 pm

*Collection site provides urine drug screen collections only.

**Back-Up providers for drug and alcohol testing should on-site collector be unavailable for post-accident and reasonable suspicion testing.

For on-site collection services, EDPM will provide a Broward County based collector/breath alcohol technician who meets all DOT qualification standards.

SBBC will also have access to EDPM 24/7, which is a 24-hour on-call support service that enables clients to deal with any emergency or after hours testing situation that may arise, such as post-accident or reasonable suspicion. The toll free answering service will take the SBBC caller's contact information, type of services requested, and area where services are to be rendered. The information is relayed to EDPM's on-call personnel and a return call is placed to the SBBC contact. The response time is typically within 15-30 minutes of the initial call.

6. **CONFIDENTIALITY:** Information concerning tested employees shall be kept in the strictest confidence and only be released in accordance with applicable laws.

EDPM has in place numerous safeguards to ensure the quality, accuracy, and confidentiality of testing information. All records, documentation and other information are maintained in accordance with applicable DOT regulations.

Confidentiality Agreements: All EDPM employees have signed confidentiality agreements to ensure confidentiality of all data and client account information

- **EDPM Employee Training and Education:** All EDPM employees undergo initial training in EDPM protocols and DOT regulatory requirements in 49 CFR Part 40.
- **Security in Data Management:** All EDPM client data are secured in the following ways
 - Data encrypted before leaving site with Blowfish 256 bit encryption and stored in multiple data centers
 - Data stored in off-site servers with access strictly limited to key management personnel

- **Data backups are run twice daily to protect all data, from tests results to billing information**
 - **Data is not stored on individual workstations, laptops, etc.**
 - **Web-based reporting system encryption**
 - **Entire EDPM network located behind firewall to prevent unauthorized intrusion; Firewall includes a VPN endpoint with 3 DES encryption**
 - **EDPM also utilizes an Application, Antivirus, and Web Filtering system**
 - **EDPM uses Symantec Messagelabs for email SPAM, malware and antivirus protection**
 - **EDPM's antivirus solution is Trend Worry Free Business Standard**
 - **DOT Compliance: Since EDPM's standard protocols in alcohol/drug testing mirror 49 CFR Part 40, EDPM clients benefit from the safeguards to client and employee confidentiality and privacy found in these regulations**
 - **Disaster Recovery Plan: EDPM has in place a clear protocol in the event of a disaster in order to protect client data and account information; aside from off-site data backup storage, EDPM's plan includes immediate communication with clients and contingencies to ensure that client needs are fulfilled**
7. Awardee provided drug and alcohol testing services shall be completed under the following circumstances:
- A. Pre-Employment Testing:
 - 1) Prior to the first time that an employee performs a safety sensitive function and/or operates a commercial motor vehicle, the employee shall undergo testing for potential drug or alcohol use. All applicants that require possession of a CDL shall be tested for controlled substances prior to employment.
 - 2) Pre-employment equivalent testing also includes any employee returning to duty from more than 30 days of any approved leave.
 - B. Random Testing:
 - 1) For alcohol use, no less than 10% of the average number of SBBC employees performing safety sensitive functions and/or required to hold a CDL shall be tested annually. Alcohol testing must occur just before, during or immediately after the time that an employee to be tested is on duty.
 - 2) For controlled substances, no less than 50% of the average number of SBBC Student Transportation and Fleet Services, and other employees performing safety sensitive functions and/or required to hold a CDL, shall be tested annually. The percentage-testing requirement is subject to annual revision by FTA.
 - C. Reasonable suspicion testing will be conducted through urine specimen collection for controlled substance testing and alcohol testing based upon documentation received from a properly-trained SBBC administrator. The administrator will make the assessment, under the reasonable suspicion guidelines, whether the employee is using, has used or is under the influence of alcohol or a controlled substance while at work. In these cases, the Awardee must be available on an as needed basis.

- D. In cases of post-U.S. D.O.T. defined post-accident testing, urine collection for controlled substance testing and breath alcohol must be available on an as-needed basis and be conducted as soon as possible. Employees involved in accidents shall be subject to a breath alcohol test no later than eight hours following an accident and to controlled substance testing no later than 32 hours following an accident.
- E. Random follow-up testing is to be conducted a minimum of six (6) times per year on each SBBC employee who tested positive for drugs and/or alcohol. The actual number of follow-up tests and the duration of the tests will be determined by a Substance Abuse Professionals.

EDPM will provide pre-employment, random, reasonable suspicion, post-accident, return to duty and follow-up testing services in accordance with all applicable DOT regulations and SBBC policies and above detailed procedures.

- 8. On a quarterly basis, SBBC will supply the Awardee with a list of employees to be included within the testing pool. From the quarterly list, the Awardee shall generate a subset of employees to be tested. The Awardee's list shall be generated using a statistically valid method approved by the SBBC Risk Management Department.

From the list of eligible SBBC employees provided each quarter, EDPM will select a subset of employees to undergo random testing using computer generated random number selections. The EDPM random number generator has been documented as "true random number generation" and used extensively for EDPM client's' DOT-mandated random testing programs. Random selections will be made of employees for drug tests, for alcohol tests, or for both drug and alcohol test. Random selection lists will be provided only to SBBC designated contacts.

- 9. Each employee on the list shall have an equal chance of being selected for testing each time selections are made. Over-sampling by randomly selecting more employees than the number to be tested will be necessary in order to compensate for employees unavailable due to such events as vacations, sick, injury and/or family leave.

EDPM will administer SBBC's random selection program in accordance with DOT requirements, including that each employee in the random selection pool will have an equal chance of being selected for testing each time selections are generated. Random selections will be conducted each quarter based on the annual percentage of employees in the pool required to be tested under FMCSA regulations. The random selection percentage will be adjusted to account for occurrences where selected employees are not available for testing due to termination of employment during the testing period, medical or other extended leave, or other circumstances making them unavailable for testing during the selection period (quarter). This over-sampling is adjusted quarterly to ensure that SBBC meets the required minimum number of random tests completed during a calendar year.

- 10. It is estimated that approximately 1,400 SBBC employees are subject to random testing. The scheduled times and the number of the tests for SBBC specified employees shall be determined by the Risk Management Department.

EDPM will coordinate with the SBBC Risk Management Department to comply with the above requirements for scheduling and completing random testing.

- 11. Awardee shall keep the names and other information concerning employees selected for random testing in the strictest of confidence prior to testing. Information pertaining to SBBC's tested employees shall only be released to the designated representative in the Risk Management Department.

EDPM will comply with the above requirement for ensuring confidentiality of the random testing

selection list.

12. Awardee must assure employee privacy, in addition to confidentiality, by taking adequate steps to prevent the contamination of specimens and to protect the overall integrity of the urine collection process. This requirement applies to the Awardee's testing services, processes and procedures, as well as the Awardee's testing facilities.

All specimen collection and breath alcohol testing will be conducted in accordance with 49 CFR Part 40 procedures, including the employee privacy and confidentiality protections, custody and control documentation, and procedures designed to ensure the integrity of the testing process. Specimen collection and alcohol testing sites, whether on-site at SBBC facilities or off-site at clinics or laboratory patient service centers, will meet all DOT requirements.

13. The appropriate SBBC Department's Director must be promptly informed of any employee who tests at a 0.02 BAC or higher, or if the results report a dilute, invalid or positive drug result. The Director, Risk Management or the designated Risk Management representative must also be advised of any driver/CDL operator who will be delayed due to an inability or refusal to provide a sufficient breath or urine specimen in order to properly adjust the affected Department's work schedules. Moreover, given the State of Florida's "zero tolerance" standard, SBBC Department's Director or the designated representative of the affected Department must be promptly informed of any employee testing other than 0.00 BAC.

Specimen collectors and breath alcohol technicians shall be instructed to notify SBBC Risk Management personnel whenever drivers are expected to be delayed at the collection/testing site. All non-negative drug test results reported by the MRO will be immediately communicated telephonically to designated SBBC Risk Management personnel by EDPM MRO staff. Breath alcohol technicians will communicate telephonically all DOT alcohol test results of 0.02 or greater to the SBBC Risk Management designated contact. Additionally the Breath Alcohol Technician will provide to SBBC Risk Management via fax, scan or other document image technology a copy of the alcohol testing form which includes the breath alcohol test result documentation.

14. Testing will be administered at designated SBBC sites at least ten (10) times per month with at least one of the scheduled testing times to begin at 6:30 a.m. and another to be scheduled at 5:30 p.m. The minimum requirement of at least one 6:30 a.m. and one 5:30 p.m. scheduled testing is to be considered part of normal business hours on the Bid Summary Sheet. Testing will be administered at the following locations:

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

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

Physical Plant Operations
3897 NW 10 Avenue
Fort Lauderdale, FL 33309
The School Board of Broward County, Florida

Sheridan Technical Center Annex
20251 Sterling Road

Pembroke Pines, FL 33332

Student Transportation and Fleet Services (five locations)

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

Central West Bus Terminal
2320 College Avenue
Davie, FL 33317

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

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

Southwest Bus Terminal
20251 Sterling Road
Pembroke Pines, FL 33332

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

EDPM will provide on-site collection/alcohol testing services in accordance with the schedule outlined above and as specifically arranged by SBBC personnel directly with the on-site testing provider. EDPM acknowledges and agrees that additional sites may be added or deleted to this contract at any time during the contract period.

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

Key employees of EDPM will be made available to serve as an expert witness in any court or administrative proceeding arising out of this drug and alcohol testing program. SBBC will have full access to EDPM's on-staff MROs, Chief Compliance Officer (Dr. Donna Smith) and other highly qualified staff members.

FEDERAL REPORTING REQUIREMENTS, RECORD RETENTION AND ACCESS

1. Awardee, acting as the agent for SBBC, must meet all record retention and confidentiality standards specified in applicable laws. Records shall be maintained in a secure location with controlled access.

All hard copy test records (e.g. result reports) meet DOT regulations for retention in secured locations that have built-in protection against theft, damage or unauthorized access. All hard copy records are kept behind two lock and key areas (e.g. door and filing cabinet) and only authorized EDPM personnel have access to these areas. These records are also protected by security personnel that provide 24/7/365 on-site security for EDPM's headquarters. Outside extended business hours only personnel that have an authorized key card have access to the building and must sign-in with the security team. Outside extended business hours non-key card holding personnel may only access the building if they are accompanied at all times by an authorized person. Additionally, authorized personnel are restricted to certain building floors according to pre-determined security clearance.

Please refer to EDPM's response to number 6 on pages 10 and 11 for information on security measures in place for electronic data.

All testing records (electronic and hard copy) are maintained for minimum time periods as specified by DOT regulations. Records may be maintained for longer periods of time as requested by SBBC.

2. Awardee will be responsible for Internet-based quarterly provision of management information statistical reports that will enable SBBC to meet the USDOT/FTA annual reporting requirements.

EDPM's online reporting tool allows for EDPM clients to create on-demand statistical reports including the DOT MIS report.

3. Records in the possession of the Awardee shall be made available for inspection to the Risk Management Department within two business days after a request has been made by an authorized representative of the USDOT/FTA.

EDPM acknowledges and agrees that records in the possession of EDPM shall be made available to the SBBC Risk Management Department within two business days after receipt of a request.

TESTING FOR PROHIBITED SUBSTANCES

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

EDPM will provide all drug and alcohol testing (testing for prohibited substances) services in accordance with the provisions stated above and all applicable DOT regulatory requirements. Urine specimen collection procedures, breath alcohol testing processes, laboratory analysis and reporting of results, and

medical review officer interpretation, review and reporting of verified drug test results will be in full compliance with DOT requirements as specified in 49 CFR Parts 40 and 382. EDPM will serve as the TPA for SBBC's drug and alcohol testing program, ensuring that all service agents are in compliance with DOT and SBBC standards.

APPLICATION OF TESTING SERVICES

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

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

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

4. Random testing will be unannounced. SBBC employees in safety-sensitive positions and/or those required to hold a CDL will be subject to random, unannounced testing. The testing goal is to annually complete tests equivalent to 50% of the number of covered employees for use of drugs and 10% for alcohol. The dates for administering random, unannounced testing of selected employees will be determined by the designated representative of the Risk Management Department.
5. Return-to-duty testing will be conducted on all SBBC employees who previously tested positive on a drug or alcohol test must be evaluated by a DOT-certified Substance Abuse Professional (SAP). The SAP is to be a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor that has been certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) or the International Committee of the Red Cross (ICRC). Employees will be required to undergo return-to-duty testing prior to returning to their work assignment.
6. Random follow-up testing is to be conducted a minimum of six times per year on each employee who has tested positive for drug and/or alcohol use. The actual number of follow-up tests and the duration of the testing period will be determined by an SAP for each employee. Follow-up testing shall not exceed the duration specified by the SAP after the employee's return to duty.

EDPM represents that it fully understands the application of testing services to the SBBC Risk Management workplace drug and alcohol testing program. EDPM has the resources, experience and procedures in place to fulfill the requirements outlined in this ITB, including all the above outlined provisions. EDPM's 20+ year history of providing DOT compliant drug and alcohol testing services to school districts, municipalities, transit operations and other public sector employers makes it uniquely qualified to accomplish all tasks and program elements described in the above section.

7. Reasonable suspicion testing may be conducted on all employees based on SBBC Policy 2400.

EDPM acknowledges and agrees that reasonable suspicion testing may be conducted on all employees based on SBBC policy 2400.

8. It will be necessary for the Awardee to provide updates to the above-referenced Federal and State regulations that may affect the parameters and Bid Specifications of this contract. Awardee will designate an account manager responsible for SBBC's account. Awardee will provide a detailed annual summary of testing results such as types of tests, quantity, whether DOT or non-DOT, where warranted, and so on.

EDPM will provide regulatory and legislative updates to SBBC to ensure timely and complete compliance in its drug and alcohol testing policies, procedures and programs. EDPM subscribes to federal agency regulatory alert services, is a member of several national drug and alcohol testing industry associations, and subscribes to a state drug testing laws information and resource service. EDPM will designate an account manager responsible for providing the day to day administration and client service for the SBBC program. EDPM does not use a "call center" or off-site customer service center for account management. SBBC Risk Management and other designated personnel will have direct access to the assigned EDPM account manager for any and all questions or needs associated with its testing program. Additionally, Dr. Donna Smith, EDPM's Regulatory Compliance Officer, will serve as the Executive liaison for the SBBC account to facilitate the initial implementation processes, on-going quality assurance and problem resolution as needed.

Addendum

Additional EDPM Key Personnel

Howard M. Strickler, M.D./President and Medical Review Officer

Dr. Strickler received a M.D. Degree from the University of Louisville in 1979. Following a Residency at Anniston Family Practice in Alabama and a Fellowship in Addiction Medicine at Willingway Hospital in Georgia, he became certified in Addiction Medicine by the American Society of Addiction Medicine in 1986. He was trained as a Medical Review Officer in 1990, and was one of the first to be certified by the American Association of Medical Review Officers in 1992, when certification became available. Dr. Strickler has practiced medicine for more than 20 years.

Anoop Mishra, Chief Operating Officer

As Chief Operating Officer, Mr. Mishra is responsible for improving EDPM's operational and financial efficiency as well as growing revenues. He advises clients on developing policies/programs and managing compliance with state/federal regulations in order to maximize the effectiveness of their testing programs. Mr. Mishra has been involved in alcohol/drug abuse training and counseling for more than 17 years. Prior to joining EDPM, Mr. Mishra was a Strategy Consulting Manager with Accenture for four years. He worked with dozens of companies, ranging from small businesses to Fortune 500 firms, in developing long-term business strategies and executing revenue enhancement and cost reduction initiatives. Mr. Mishra received his B.A. degree from Birmingham-Southern College and M.B.A. from The Wharton School at the University of Pennsylvania.

Dennis Bennett, Chief Development Officer

Mr. Bennett joins EDPM with almost 40 years of experience within the drug and alcohol testing industry.

He spent the last 17 years with FirstLab, a privately held third party administrator of drug and alcohol testing programs located in Chalfont, PA. Prior to his departure in June 2011, Mr. Bennett was the company's President, having held that position since 2004. From 1999-2004, he held the position of Chief Operating Officer and from 1994-1999 he served as the company's Vice President of Government Affairs.

Prior to joining FirstLab in June 1994, Mr. Bennett completed 22 years of work within the federal government's Alcohol and Drug Abuse Prevention and Control Programs. In his last position, he was a program analyst with the Secretary's Office of Drug Enforcement and Program Compliance, U.S. Department of Transportation (DOT) in Washington, DC. That office was responsible for developing, coordinating, and overseeing alcohol and drug regulations, policies, programs and information within the regulated transportation industry.

Mr. Bennett has the distinction of being one of the original architects of the DOT's drug and alcohol testing regulations now affecting over eight million employees throughout the United States. Additionally, he was one of the Secretary's primary staff members charged with the responsibility of

educating industry and the public about the Department's efforts to establish a drug and alcohol free transportation workplace. Mr. Bennett has literally made hundreds of presentations around the country on the content and impact of the Department's regulations.

Previously, from 1986-1991, Mr. Bennett served as the Alcohol and Drug Control Officer for the U.S. Army's Depot System Command headquartered in Chambersburg, PA. He managed the Command's civilian employee assistance program, which totaled over 40,000 civilian employees worldwide and established one of the very first civilian employee drug-testing programs within the Department of the Army in 1986.

Mr. Bennett was also a clinical director for a U.S. Army community-based outpatient drug and alcohol treatment center in Heidelberg, Germany and from 1977-1984 was an instructor and course director at the U.S. Army's Drug and Alcohol Counselor Training Center in Munich, Germany.

He has also served on the Board of Directors for the Substance Abuse Program Administrators Association (SAPAA), a national association of third party administrators of drug and alcohol testing programs.

Mr. Bennett received his Bachelor's Degree in Psychology from the University of Connecticut in 1972 and a Master's Degree in Education (M.Ed.) with an emphasis in drug and alcohol studies from Boston University in 1976. He is also an Army veteran.

Jason Dailey, Sales and Marketing Director – Implementation Account Manager

Mr. Dailey received his B.A. in HealthCare Management and minored in Political Science at the University of Alabama, Tuscaloosa. Since beginning with EDPM in 2004, Mr. Dailey has overseen numerous large scale client implementation projects including one Fortune 50 Company and many government agencies. Many of these projects include clients that have large employee bases with several thousand employees and multi-state geographical footprint. Mr. Dailey's experience allows him to fully understand each client's individual screening needs while effectively communicating the needs of each client to the account management team to ensure a smooth and seamless transition in screening services.

Liz Slater, Senior Account Manager – SBBC Dedicated Account Manager

Liz brings nearly a decade of experience in the TPA industry, with emphasis on management of occupational testing programs at the laboratory and collection site level. Certified as a DOT specimen collector and trainer, Liz understands the drug screening process from the bottom up. Her years of experience and knowledge of federal and state drug screening regulations give her a strong foundation on which to serve our clients and ensure proper protocols are followed at each level.

Maria Lehtreck, Randoms Coordinator – SBBC Account Team Member

Ms. Lehtreck has been with EDPM for more than 10 years and is responsible for managing EDPM's random and follow-up testing department. She oversees the random generation and selection of more than 1000 monthly and quarterly client pools for both regulated and non-regulated employer testing. Ms. Lehtreck also serves as a key advisor and EDPM point of contact for client audits, especially those

conducted by DOT agencies. Ms. Lechtreck brings in-depth knowledge of DOT regulations and direct client experience in assisting dozens of clients with audits in her current role.

Sherry Ray, Director of Reporting – SBBC Account Team Member

Sherry has been with EDPM for more than 15 years and has served as the reporting coordinator for MRO services. Her experience in Reporting, Client Services and MRO staffing gives her a fully developed understanding of the alcohol/drug testing industry as well as specific client service needs.

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

ADDITIONAL INFORMATION SHEET

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

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

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

EDPM
Company Name:

Dr. Donna Smith
Company Representative Name:

505 20th. St. N, Financial Center, Ste 1200
Street Address:

Birmingham, AL 35203
City, State and ZIP Code:

727-343-0283
Phone:

727-345-5128
FAX:

727-204-8549
Cell:

727-343-0283 / 800-833-9412
Local/Toll-Free Phone:

dsmith@edpm.com
E-mail Address:

www.edpm.com
Web Address:

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

Kdoke@edpm.com
E-mail for purchase orders:

VENDOR NAME: EDPM
KR/ma/cjb/pg

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

ADDITIONAL INFORMATION SHEET

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

Bidder's M/WBE Certification Number: —

Agency Issuing This Number: —

COMPANY REPRESENTATIVE: (Please see Special Condition 7)

EDPM
Company Name:

Anoop Mishra
Company Representative Name:

505 20th St. N., Financial Center, Ste 1200
Street Address:

Birmingham, AL 35203
City, State and ZIP Code:

205-326-3100
Phone:

205-716-3044
FAX:

205-276-6662
Cell:

800-833-9412
Local/Toll-Free Phone:

amishra@edpm.com
E-mail Address:

www.edpm.com
Web Address:

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

Kdake@edpm.com
E-mail for purchase orders:

VENDOR NAME: EDPM
KR/ma/cjb/pg

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

ADDITIONAL INFORMATION SHEET

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

Bidder's M/WBE Certification Number: —

Agency Issuing This Number: —

COMPANY REPRESENTATIVE: (Please see Special Condition 7)

EDPM
Company Name:

Liz Slater
Company Representative Name:

505 20th St. N., Financial Center, Ste 1200
Street Address:

Birmingham, AL 35203
City, State and ZIP Code:

205-326-3100
Phone:

205-716-3044
FAX:

—
Cell:

800-833-9412
Local/Toll-Free Phone:

lslater@edpm.com
E-mail Address:

www.edpm.com
Web Address:

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

Kdake@edpm.com
E-mail for purchase orders:

VENDOR NAME: EDPM, Inc.
KR/ma/cjb/pg

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

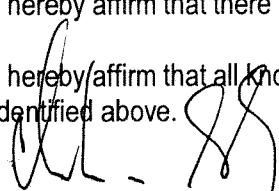
SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

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



 Signature

EDPM

 Company Name

03/28/13

VENDOR NAME: EDPM
 KR/ma/cjb/pg

SECTION 7, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

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

by CHARLES M. ASH, CEO
(Print individual's name and title)

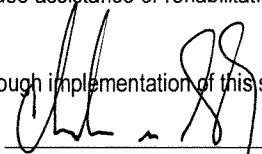
for EDPM, INC.
(Print name of entity submitting sworn statement)

whose business address is
505 20th St. N. Financial Center 1200
BIRMINGHAM, ALABAMA 35203-4610

and (if applicable) its Federal Employer Identification Number (FEIN) is 63-1020758
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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


(Signature)

Sworn to and subscribed before me this 22 day of August, 2013.

Personally Known Charles M. Ash Charles M. Ash

OR Produced identification _____ Notary Public - State of ALA.

My commission expires _____
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 1, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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

SECTION 7, ATTACHMENT 5

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) Employers Drug Program Management, Inc		
Business name/disregarded entity name, if different from above		
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		
<input type="checkbox"/> Exempt payee		
Address (number, street, and apt. or suite no.) 555 20th St No Suite 1200		Requester's name and address (optional) The School Board of Broward County, Fla 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351
City, state, and ZIP code Birmingham, AL 35203		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[] [] [] - [] [] - [] [] [] []
Employer identification number
63 - 1020758

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ **08-22-13**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 6032 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

* See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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 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 or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))	The owner ⁴
7. Disregarded entity not owned by an individual	The grantor ⁴
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 ⁴
9. Corporation or LLC electing corporate status on Form 9922 or Form 2563	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 prince) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

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

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

Privacy Act Notice

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

VENDOR NAME: EDPM
 KR/ma/cjb/pg

Not Applicable

SECTION 8, STATEMENT OF "NO BID"

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

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

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

VENDOR NAME: EDPM
KR/ma/cjb/pg



Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

October 3, 2012

Verification of Certification for: Howard Strickler, M.D.
EDPM
505 20th Street North Ste 1200
Birmingham AL 35203

Certification Number: 920602844

Current Certification Date: October 01, 2012

Certification Expiration Date: October 01, 2017

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

ALABAMA MEDICAL LICENSURE COMMISSION
P.O. BOX 887
MONTGOMERY, ALABAMA 36101-0887

CERTIFICATE OF REGISTRATION
2013

This is to certify that annual registration has been made and license to practice medicine in the State of Alabama has been granted for the year ending December 31, 2013

License # MD.9294
Date issued: 07/01/1980

Amount Paid: \$300.00
Receipt # 905117

Howard Martin Strickler MD
505 20th St N
Ste 1200
Birmingham, AL 35203

James E. West, M.D.
CHAIRMAN

Detach along this line

ALABAMA MEDICAL LICENSURE COMMISSION
Howard Martin Strickler MD
505 20th St N
Ste 1200
Birmingham, AL 35203

Is entitled to practice medicine in
Alabama. Registration expires
December 31, 2013

LICENSE# MD.9294

James E. West, M.D.
CHAIRMAN

Controlled Substances Registration Certificate
Alabama State Board of Medical Examiners
P.O. Box 946
Montgomery, AL 36101-0946

ACSC # 9294
Schedules: 2, 2N, 3, 3N, 4, 5
Issued: 01/01/2013
Expires: 12/31/2013

Fee Paid: \$150.00
Receipt #: 905171
Restrictions: None

Howard Martin Strickler MD
505 20th St N
Ste 1200
Birmingham, AL 35203

***Please notify this office immediately if there is any change in your mailing or practice address.

HOWARD M. STRICKLER, M.D.
THE FINANCIAL CENTER
505 NORTH 20TH STREET
SUITE 1200
BIRMINGHAM, ALABAMA 35203
205-326-3100

PERSONAL

BIRTHDATE October 26, 1950

EDUCATION AND TRAINING

COLLEGE Berea College, Berea, KY
 BA in Biology and Chemistry, 1975

MEDICAL SCHOOL University of Louisville, Louisville, KY, M.D. 1979

RESIDENCY Anniston Family Practice Residency, Anniston, AL 1979-1982

FELLOWSHIP Fellowship in Addiction Medicine, Willingway Hospital, Statesboro, GA,
 July 1, 1985 to June 30, 1986
 Faculty Development Fellowship in Family Medicine, University of North
 Carolina, Chapel Hill, NC, August 1985 to June 1986

LICENSURE Alabama Medical License,
 Georgia Medical License
 Kentucky Medical License
 Hawaii Medical Review Officer License

CERTIFICATION Fellow, American Academy of Family Physicians
 Certified by American Society of Addiction Medicine, 1986
 Recertified by American Society of Addiction Medicine, 1998
 Certified by American Association of Medical Review Officers, 1992
 Recertified by American Association of Medical Review Officers, 1997
 Recertified by American Association of Medical Review Officers, 2002
 Recertified by American Association of Medical Review Officers, 2007
 Diplomate, American Board of Addiction Medicine, 2009

PROFESSIONAL Private Practice (solo) Family Practice, July 1, 1982 to June 29, 1985,
 Monteagle, TN.
 Staff physician, Willingway Hospital, Statesboro, GA, July 1, 1985 to
 August 22, 1986
 Private Practice (solo), Family Practice and Addiction Medicine,
 Birmingham, AL, August 22, 1986 to September 30, 2007
 Medical Director, New Life Clinic, Bessemer, AL, April 1987 to October
 1997.

Medical Director, Bradford facilities in Birmingham, AL July 1987 to March 1990
 Medical Director, Chemical Dependency Treatment Program, Bessemer Carraway Medical Center, Bessemer, AL, August 1989 to February 2001
 Medical Director, A&D Program, Mountain View Hospital, Gadsden, AL November 1990 to September 1992
 President, Employers Drug Program Management, Inc., April 1, 1990 to Present
 Chairman, Department of Family Practice and Emergency Medicine, Bessemer Carraway Medical Center, Bessemer, AL July 1993 to July 1995
 Medical Director, AmHealth Services, Inc., August 1993 to November, 2007
 Member of Tennis Anti-doping Appeals Committee for ATP Tour, Inc., January 4-5, 1997 and October 1, 1997
 Medical Director, Chemical Dependency Unit, Carraway Medical Center, July 7, 2003 to March 31, 2007
 Member, Medical Executive Committee, Brookwood Medical Center, January 2008 to December, 2008
 Private Practice (Solo) Addiction Medicine, September 20, 2007 to present

COMMUNITY SERVICE

Volunteer, The Fellowship House, Birmingham, AL
 Member, Board of Directors, Alabama Veterans Memorial Foundation

ORGANIZATIONS

American Academy of Family Physicians
 American Society of Addiction Medicine
 American Association of Medical Review Officers
 Medical Association of the State of Alabama
 Jefferson County Medical Society
 101st Airborne Division Association
 United States Tennis Association

HONORS

Beta Beta Beta Biological Honor Society, 1973
 Phi Kappa Phi Honor Society, 1974
 Outstanding Young Men of America, 1982
 Who's Who in the South and Southwest, 1990
 Who's Who in Science and Engineering, 1992
 Who's Who in the World, 1996
 Who's Who in America, 1997
 Who's Who in Medicine and Healthcare, 1997
 Birmingham (AL) Chamber of Commerce Small Business Person of the Year, Category 3 2007

MILITARY SERVICE

Active Duty, U.S. Army, September 1969 to April 1972. Honorable Discharge. Served with 101st Airborne Division in Vietnam, April 1970 to March 1971. Decorations: National Defense Service Medal, Bronze Star

Medal, Army Commendation Medal, Good Conduct Medal, Vietnam Campaign Medal, Vietnam Service Medal with 3 Campaign Stars. Soldier of the Month, 101st Aviation Group, December 1970.

PUBLICATION

A Comparison of Alcoholics and Cocaine Addicts One Year Following Inpatient Treatment.— Journal of the Medical Association of Georgia. November 1987, pp 751-756.

2012

Medical Review Officer Certification Council

836 Arlington Heights Road, # 327, Elk Grove Village, Illinois 60007 • 847-631-0599 • FAX 847-483-1282 Email: mrocc@mrocc.org



September 27, 2011

BOARD OF DIRECTORS

Chairman
Elizabeth E. Gresch, MD

Vice Chairman
Kent W. Peterson, MD

Secretary
Benjamin Gerson, MD

Treasurer
Michael G. Holland, MD

James L. Ferguson, DO

Charles P. Prezzia, MD, MPH

Jack C. Whites, M.D.
Employers Drug Program Management
505 - 20th Street North
Suite 1200 Financial Center
Birmingham AL 35203

Dear Dr. Whites:

We are very pleased to confirm that you have successfully passed the MROCC certification examination. Your CME training plus the passing of this examination qualifies you for certification by the Medical Review Officer Certification Council as a Certified MRO.

EXAMINATION DEVELOPMENT COMMITTEE

Chairman
Mark J. Upfal, MD

AFFILIATED ORGANIZATIONS

American Academy of
Clinical Toxicology

American College of
Medical Toxicology

American College of
Occupational and
Environmental Medicine

American Medical
Association

American Society of
Addiction Medicine

College of American
Pathologists

Enclosed is your verification of certification letter containing your certificate number and expiration date. And, within the next several weeks you will be able to find your listing on the MROCC web site - we recommend you view your listing for accuracy. You may also want to purchase a professionally-printed MROCC certificate - appropriate for framing - and we have included an order form for you to complete and return to us if you would like to take advantage of this option.

And, for a nominal fee, MROCC also offers currently-certified MROs an opportunity to create a professional webpage that details your MRO and professional services. See details at www.mrocc.org/ExpandedStart.htm

Throughout your certification period MROCC will do its best to assist you in any way we can - our mission is to support and promote the highest quality standards among MROs! Please keep us updated with any address changes you have throughout your five years of MROCC certification.

Again, our warmest congratulations!

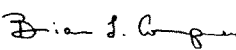
Sincerely,

STAFF

Brian L. Compney
Executive Director

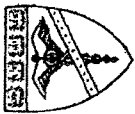
Sharon E. Gustafson
Program Manager

Elizabeth E. Gresch, M.D.
Chairman, Board of Directors


Brian L. Compney
Executive Director

MROCC

Promoting and Preserving The Highest Quality of Standards Among MROs
www.mrocc.org



UNIVERSITY SERVICES IS ACCREDITED BY THE
PENNSYLVANIA MEDICAL SOCIETY TO
PROVIDE CONTINUING MEDICAL EDUCATION
FOR PHYSICIANS

UNIVERSITY SERVICES CERTIFIES THAT

Jack C. Whites, MD

Has participated in the educational activity titled

MRO MANUAL, 4TH EDITION, WITH
RECERTIFICATION EXAM

at

Birmingham, AL

on

SEPTEMBER 7, 2011

And is awarded 18AMA Physician's Recognition Award Category / Credit(s)™

Anu Konakanchi, MD

Anu Konakanchi, MD
Director of Continuing Medical Education
University Services

**Controlled Substances Registration Certificate
Alabama State Board of Medical Examiners
P.O. Box 946
Montgomery, AL 36101-0946**

ACSC #: 5122
Schedules: 2, 2N, 3, 3N, 4, 5
Issued: 01/01/2013
Expires: 12/31/2013

Fee Paid: \$150.00
Receipt #: 903815
Restrictions: None

Jack Cannon Whites MD
1021 Barkley Drive Birmingham 35242
Birmingham, AL 35242

***Please notify this office immediately if there is any change in your mailing or practice address.

**ALABAMA MEDICAL LICENSURE COMMISSION
P.O. BOX 887
MONTGOMERY, ALABAMA 36101-0887**

**CERTIFICATE OF REGISTRATION
2013**

This is to certify that annual registration has been made and license to practice medicine in the State of Alabama has been granted for the year ending December 31, 2013

License # MD.5122
Date issued: 05/29/1969

Amount Paid: \$300.00
Receipt # 903814

Jack Cannon Whites MD
1021 Barkley Drive Birmingham 35242
Birmingham, AL 35242

James E. West, MD
CHAIRMAN

Detach along this line

ALABAMA MEDICAL LICENSURE COMMISSION

Jack Cannon Whites MD
1021 Barkley Drive Birmingham
35242
Birmingham, AL 35242

is entitled to practice medicine in
Alabama. Registration expires
December 31, 2013

LICENSE# MD.5122

James E. West, MD
CHAIRMAN

confidential trade secrets or commercial property such as patentable material, and personal information concerning individuals associated with the grant applications, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Name of Committee: National Deafness and Other Communication Disorders Advisory Council.

Date: September 12, 2013.

Closed: 8:30 a.m. to 10:00 a.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, Building 31, Conference Room 6, 31 Center Drive, Bethesda, MD 20892.

Open: 10:00 a.m. to 1:55 p.m.

Agenda: Staff reports on divisional, programmatic, and special activities.

Place: National Institutes of Health, Building 31, Conference Room 6, 31 Center Drive, Bethesda, MD 20892.

Contact Person: Craig A. Jordan, Ph.D., Director, Division of Extramural Activities, NIDCD, NIH, Room 8345, MSC 9670, 6001 Executive Blvd., Bethesda, MD 20892-9670, 301-496-8693, jordanc@nidcd.nih.gov.

Any interested person may file written comments with the committee by forwarding the statement to the Contact Person listed on this notice. The statement should include the name, address, telephone number and when applicable, the business or professional affiliation of the interested person.

In the interest of security, NIH has instituted stringent procedures for entrance onto the NIH campus. All visitor vehicles, including taxicabs, hotel, and airport shuttles will be inspected before being allowed on campus. Visitors will be asked to show one form of identification (for example, a government-issued photo ID, driver's license, or passport) and to state the purpose of their visit.

Information is also available on the Institute's/Center's home page: www.nidcd.nih.gov/about/groups/ndcdac/ndcdac.htm, where an agenda and any additional information for the meeting will be posted when available.

(Catalogue of Federal Domestic Assistance Program Nos. 93.173, Biological Research Related to Deafness and Communicative Disorders, National Institutes of Health, HHS)

Dated: July 29, 2013.

Melanie J. Gray,

Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2013-18585 Filed 8-1-13; 8:45 am]

BILLING CODE 4140-01-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

Current List of Laboratories and Instrumented Initial Testing Facilities Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.

ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies Federal agencies of the Laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in the **Federal Register** on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); and on April 30, 2010 (75 FR 22809).

A notice listing all currently certified Laboratories and Instrumented Initial Testing Facilities (IITF) is published in the **Federal Register** during the first week of each month. If any Laboratory/IITF's certification is suspended or revoked, the Laboratory/IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any Laboratory/IITF has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end and will be omitted from the monthly listing thereafter.

This notice is also available on the Internet at <http://www.workplace.samhsa.gov>.

FOR FURTHER INFORMATION CONTACT:

Giselle Hersh, Division of Workplace Programs, SAMHSA/CSAP, Room 7-1051, One Choke Cherry Road, Rockville, Maryland 20857; 240-276-2600 (voice), 240-276-2610 (fax).

SUPPLEMENTARY INFORMATION: The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as amended in the revisions listed above, requires strict standards that Laboratories and Instrumented Initial Testing Facilities

(IITF) must meet in order to conduct drug and specimen validity tests on urine specimens for Federal agencies.

To become certified, an applicant Laboratory/IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a Laboratory/IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and Instrumented Initial Testing Facilities (IITF) in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A Laboratory/IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA) which attests that it has met minimum standards.

In accordance with the Mandatory Guidelines dated November 25, 2008 (73 FR 71858), the following Laboratories and Instrumented Initial Testing Facilities (IITF) meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

Instrumented Initial Testing Facilities (IITF)

None.

Laboratories

- ACL Laboratories, 8901 W. Lincoln Ave., West Allis, WI 53227, 414-328-7840/800-877-7016, (Formerly: Bayshore Clinical Laboratory)
- ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 585-429-2264
- Aegis Analytical Laboratories, 345 Hill Ave., Nashville, TN 37210, 615-255-2400, (Formerly: Aegis Sciences Corporation, Aegis Analytical Laboratories, Inc.)
- Alere Toxicology Services, 1111 Newton St., Gretna, LA 70053, 504-361-8989/800-433-3823, (Formerly: Kroll Laboratory Specialists, Inc., Laboratory Specialists, Inc.)
- Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130, (Formerly: Kroll Laboratory Specialists, Inc., Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.)
- Baptist Medical Center-Toxicology Laboratory, 11401 I-30, Little Rock, AR 72209-7056, 501-202-2783, (Formerly: Forensic Toxicology Laboratory Baptist Medical Center)
- Clinical Reference Lab, 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917

Doctors Laboratory, Inc., 2906 Julia Drive, Valdosta, GA 31602, 229-671-2281

DrugScan, Inc., 200 Precision Road, Suite 200, Horsham, PA 19044, 800-235-4890

ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609

Fortes Laboratories, Inc., 25749 SW Canyon Creek Road, Suite 600, Wilsonville, OR 97070, 503-486-1023

Gamma-Dynacare Medical Laboratories,* A Division of the Gamma-Dynacare Laboratory Partnership, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986, (Formerly: Roche Biomedical Laboratories, Inc.)

Laboratory Corporation of America Holdings, 1904 Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984, (Formerly: LabCorp Occupational Testing Services, Inc.; CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group)

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339, (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)

LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927/800-873-8845, (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.)

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244

MetroLab-Legacy Laboratory Services, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088

National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304, 661-322-4250/800-350-3515

One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504, 888-747-3774, (Formerly:

University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory)

Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800-328-6942, (Formerly: Centinela Hospital Airport Toxicology Laboratory)

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8991/800-541-7891 x7

Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121, 858-643-5555

Quest Diagnostics Clinical Laboratories d/b/a Advanced Toxicology Network, 3560 Air Center Cove, Suite 101, Memphis, TN 38118, 901-794-5770/888-290-1150, (Formerly: Advanced Toxicology Network)

Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432, (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216, (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Quest Diagnostics Incorporated, 8401 Fallbrook Ave., West Hills, CA 91304, 818-737-6370, (Formerly: SmithKline Beecham Clinical Laboratories)

Redwood Toxicology Laboratory, 3650 Westwind Blvd., Santa Rosa, CA 95403, 707-570-4434

South Bend Medical Foundation, Inc., 530 N. Lafayette Blvd., South Bend, IN 46601, 574-234-4176 x1276

Southwest Laboratories, 4625 E. Cotton Center Boulevard, Suite 177, Phoenix, AZ 85040, 602-438-8507/800-279-0027

STERLING Reference Laboratories, 2617 East L Street, Tacoma, Washington 98421, 800-442-0438

Toxicology & Drug Monitoring Laboratory, University of Missouri Hospital & Clinics, 301 Business Loop 70 West, Suite 208, Columbia, MO 65203, 573-882-1273

U.S. Army Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755-5235, 301-677-7085

*The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S.

Janine Denis Cook,
Chemist, Division of Workplace Programs,
Center for Substance Abuse Prevention,
SAMHSA.

[FR Doc. 2013-18628 Filed 8-1-13; 8:45 am]

BILLING CODE 4160-20-P

DEPARTMENT OF HOMELAND SECURITY

[Docket No. DHS-2013-0047]

Agency Information Collection Activities: Submission for Review; Information Collection Request for the Department of Homeland Security (DHS), Science and Technology, CyberForensics Electronic Technology Clearinghouse (CyberFETCH) Program

AGENCY: Science and Technology Directorate, DHS.

ACTION: 60-day Notice and request for comment.

SUMMARY: The Department of Homeland Security (DHS) Science & Technology (S&T) Directorate invites the general public to comment on data collection forms for the CyberForensics Electronic Technology Clearinghouse (CyberFETCH) program, and is a revision of a previously approved collection. CyberFETCH is responsible for providing a collaborative environment for cyber forensics practitioners from law enforcement, private sector and academia. This clearinghouse enables its users to share information, best practices and lessons learned within a secure collaborative environment. In order for a user to access this clearinghouse, he/she must complete a registration form to establish a user account. The information collected is used by the DHS S&T CyberFETCH program to determine the authenticity and suitability of the practitioner requesting access. Once approved, users will utilize the collaborative environment to upload documents/resources, exchange

HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (Federal Register, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the Federal Register on April 30, 2010 (75 FR 22809). After receiving DOT certification, the laboratory will be included in the monthly list of HHS-certified laboratories and participate in the NLCP certification maintenance program.

Certificate of Accreditation




The Substance Abuse and Mental Health
Services Administration
certifies that

Quest Diagnostics Incorporated


Tucker, GA
NCLCP Laboratory Number: 0067

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 26, 1989


Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration




Frances M. Harding
Director
Center for Substance Abuse Prevention

CERTIFICATE #: 275

LICENSE #: 17

State of Florida
 AGENCY FOR HEALTH CARE ADMINISTRATION
 DIVISION OF HEALTH QUALITY ASSURANCE

**FORENSIC TOXICOLOGY
 LABORATORY**

This is to confirm that QUEST DIAGNOSTICS CLINICAL LABORATORIES INC. has complied with the applicable portions of s. 112.0455, laws of the State of Florida and with 59A-24, Rules of the State of Florida and is authorized to operate the following:

QUEST DIAGNOSTICS
 1777 MONTREAL CIR
 TUCKER, GA 30084

Using the following specimen types: Blood, Urine, Hair

EFFECTIVE DATE: 10/01/2011

EXPIRATION DATE: 09/30/2013

Molly J. Kennedy

 Deputy Secretary, Division of Health Quality Assurance

Certificate of Training

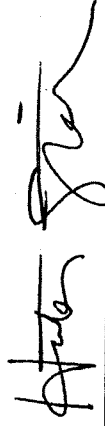
The following individual has successfully completed a comprehensive training and skills verification on

DOT URINE DRUG SCREEN COLLECTIONS

In accordance with 49 CFR, Part 40, as amended of the Federal Register.

Carol Price

And is Hereby Awarded this Certificate on
January 4th, 2009



Hunter G. Strickler, Instructor

Certificate of Training

The following individual has successfully completed a Breath Alcohol Training session that corresponds with the DOT's BAT training curriculum and with Intoximeters, Inc.'s proficiency demonstration for the

ALCO SENSOR IV / RBT IV

in accordance with 49 CFR Part 40.

Carol Price

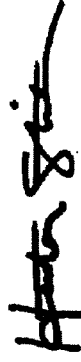
On

October 7, 2011

edpm[∞]

EDPM, INC. A DIVISION OF EDPM, INC.

505 20th Street North
Suite # 1200, Financial Center
Birmingham, Alabama 35203-4610
205-326-3100 • www.edpm.com



Instructor/Monitor: Hunter Strickler

Certificate of Training

The following individual has successfully completed a comprehensive training and skills verification on

DOT URINE DRUG SCREEN COLLECTIONS

In accordance with 49 CFR, Part 40, as amended of the Federal Register.

Nancy Stough

And is Hereby Awarded this Certificate on
November 13th, 2011

edpm[®]



Hunter G. Strickler, Instructor

Certificate of Training

The following individual has successfully completed a Breath Alcohol Training session that corresponds with the DOT's BAT training curriculum and with Intoximeters, Inc.'s proficiency demonstration for the

ALCO SENSOR IV / RBT IV

in accordance with 49 CFR Part 40.

Nancy Stough

On

July 1st, 2009

edpm⁸⁸

edpm Inc. Breath Alcohol Management, Inc.

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Instructor/Monitor: Hunter Strickler



10306545

5229971

SPECIMEN ID NO.

10306545

5229971

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

LAB ACCESSION NO.

A. Employer Name, Address, I.D. No. BROWARD COUNTY SCHOOL BRD

B. MRO Name, Address, Phone No. and Fax No.

649

C. Donor SSN or Employee I.D. No.

D. Specify Testing Authority: HHS NRC DOT - Specify DOT Agency: FMCSA FAA FRA FTA PHMSA USCG

E. Reason for Test: Pre-employment Random Reasonable Suspicion/Cause Post Accident Return to Duty Follow-up Other (specify)

F. Drug Tests to be Performed: THC, COC, PCP, OPI, AMP THC & COC Only Other (specify)

() 45304H DOT DRUG PANEL U/TS

G. Collection Site Name:

Collection Site Code:

Address:

Collector Phone No.:

City, State and Zip:

Collector Fax No.:

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate) Collector reads specimen temperature within 4 minutes.

Temperature between 90° and 100° F? Yes No, Enter Remark Collection: Split Single None Provided, Enter Remark Observed, (Enter Remark)

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable Federal requirements.

X Signature of Collector

(Print) Collector's Name (First, MI, Last)

Date (Mo./Day/Yr.)

Time of Collection AM PM

SPECIMEN BOTTLE(S) RELEASED TO:

- Quest Diagnostics Courier
FedEx
Other

Name of Delivery Service

RECEIVED AT LAB OR IITF:

X Signature of Accessioner

(Print) Accessioner's Name (First, MI, Last)

Date (Mo./Day/Yr.)

Primary Specimen Bottle Seal Intact

Yes No

If No, Enter remarks in Step 5A.

SPECIMEN BOTTLE(S) RELEASED TO:

- NEGATIVE POSITIVE for: Marijuana Metabolite (delta9-THCA) 6-Acetylmorphine Methamphetamine MDMA
DILUTE Cocaine Metabolite (BZE) Morphine Amphetamine MDA
REJECTED FOR TESTING ADULTERATED SUBSTITUTED INVALID RESULT Codeine MDEA

REMARKS:

Test Facility (if different from above):

I certify that the specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, and reported in accordance with applicable Federal requirements.

X Signature of Certifying Scientist

(Print) Certifying Scientist's Name (First, MI, Last)

Date (Mo./Day/Yr.)

STEP 5b: COMPLETED BY SPLIT TESTING LABORATORY

RECONFIRMED FAILED TO RECONFIRM - REASON

I certify that the split specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed and reported in accordance with applicable Federal requirements.

X Signature of Certifying Scientist

(Print) Certifying Scientist's Name (First, MI, Last)

Date (Mo./Day/Yr.)

Laboratory Name

Laboratory Address

Date (Mo. Day Yr.)

Donor's Initial's

Date (Mo. Day Yr.)

Donor's Initial's

CENTER OVER CAP

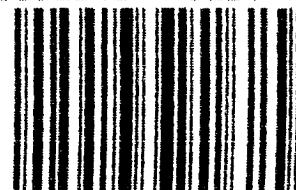


CENTER OVER CAP



SPECIMEN ID NUMBER

10306545 - 5229971



10306545 - 5229971

OMB No. 0930-0158

PRESS HARD - YOU ARE MAKING MULTIPLE COPIES

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10306547 4783885 SPECIMEN ID NO.

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

LAB ACCESSION NO.

A. Employer Name, Address, I.D. No.
BRUNSWICK COUNTY SCHOOL BRN

B. MRO Name, Address, Phone and Fax No. FORM NO:

C. Donor SSN or Employee I.D. No.

D. Donor Name: Last: First:

E. Donor ID Verified: Photo ID Emp. Rep.

F. Reason for Test: Pre-employment (1) Random (3) Reasonable Suspicion/Cause (5) Post-Accident (2) Promotion (22)
 Return to Duty (6) Follow-up (23) Other (specify) (99)

G. Drug Tests to be Performed:
() 45105H SAF 5-50+NDNA/6AM/T

H. Collection Site Name: Address: City, State and Zip: Collection Site Code: Collector Phone No.: Collector Fax No.:

STEP 2: COMPLETED BY COLLECTOR

Read specimen temperature within 4 minutes. Is temperature between 90° and 100° F? Yes No, Enter Remark Specimen Collection: Split Single None Provided (Enter Remark) Observed (Enter Remark)

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5.

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I certify that the specimen given to me by the donor identified in the certification section on Copy 1 of this form was collected, labeled, sealed, and released to the Delivery Service noted in accordance with applicable requirements.

X Signature of Collector Time of Collection AM PM Date (Mo./Day/Yr.) SPECIMEN BOTTLE(S) RELEASED TO: Quest Diagnostics Courier FedEx Other Name of Delivery Service Transferring Specimen to Lab

RECEIVED AT LAB: X Signature of Accessioner Date (Mo./Day/Yr.) Primary Specimen Bottle Seal Intact: Yes No, Enter Remark SPECIMEN BOTTLE(S) RELEASED TO:

STEP 5: COMPLETED BY DONOR

I certify that I provided my specimen to the collector; that I have not adulterated it in any manner; each specimen bottle used was sealed with a tamper-evident seal in my presence; and that the information and numbers provided on this form and on the label affixed to each specimen bottle is correct.

X Signature of Donor (PRINT) Donor's Name (First, MI, Last) Date (Mo./Day/Yr.) Daytime Phone No. Evening Phone No. Date of Birth Mo. Day Yr.

Labels for the specimen cap. Includes 'CENTER OVER CAP' instructions, 'SPECIMEN ID NUMBER' 10306547 - 4783885, and circular markers 'A' and 'B'.

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Superintendent of Schools

September 27, 2016

ADDENDUM NO. 1 RFP 17-016V DRUG AND ALCOHOL TESTING SERVICES

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

DELETE: Page 2 of 37 Pages

INSERT: Page 2 of 37 Pages – REVISED -
Contract Term dates have been revised

DELETE: Page 10 of 37 Pages

INSERT: Page 10 of 37 Pages – REVISED -
Section 4.4.2.9 revised

DELETE: Cover Page for Attachment I

INSERT: Cover Page for Attachment I – REVISED –

DELETE: Attachment M – Page 1 of 7 Pages

INSERT: Attachment M – Page 1 of 7 Pages – REVISED-
Overview of Testing Requirements - #5

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. 17-016V, Proposer certifies acceptance of this Addendum.

Sincerely,

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

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires proposals on **DRUG AND ALCOHOL TESTING SERVICES** as specified herein from qualified vendors to provide controlled substance and alcohol testing including specimen collection for employees who perform work in safety sensitive positions or who are required to hold Commercial Drivers Licenses (CDLs). The scope of requirements includes, but is not limited to, urine and breath alcohol testing. Should additional requirements by the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) or the Drug-Free Workplace Act be enacted by legislation, a quotation from the Awardee will be required in order to meet the new legislation requirements. Unit prices shall be all-inclusive and shall not contain additional costs. **A complete electronic version, of the submitted proposal, must be in PDF format and provided on a flash drive or CD-ROM to be submitted with your proposal.** .

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

The RFP requires the Awardee to act as a urine specimen collector in the USDOT drug-testing program. The Awardee must also meet each of the requirements established under 49 CFR Part 40 subsection 40.33 DOT "Collector" requirements. Awardee must maintain documentation showing that the company currently meets all requirements of this section and furnish this information with their proposal.

- 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 IV, 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. 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 September 30, 2016. 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 April 1, 2017, or date of award, whichever is greater, and continuing through March 31, 2020. 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.

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

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

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.9	Drug testing, via urine specimen collection, must be conducted using a scientifically reliable Health & Human Services (HHS) method and performed in accordance with the HHS-approved procedures to determine the presence of the following, but not limited to, controlled substances: marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines. Are you able to meet this requirement for the RFP?			
4.4.2.10	All urine specimen and breath collection for drug and alcohol testing services must be available 24 hours per day, 365 days per year for each type of testing whether scheduled for pre-employment, random, reasonable suspicion, post-accident, return-to-duty and/or follow-up testing. SBBC employees are on duty year-round at all times. Laboratory testing or urine samples may be completed during the laboratory's normal working hours. Normal working hours will also include at least one monthly 6:15 a.m.- and one 5:15 p.m.-testing time for the locations listed in Testing Service Specifications Attachment M. Are you able to meet this requirement for the RFP?			
4.4.2.11	Information concerning tested employees shall be kept in the strictest confidence and only be released in accordance with applicable laws. Are you able to meet this requirement for the RFP?			

Revised

ATTACHMENT I

Workers' Compensation Affidavit

SPECIFICATIONSOVERVIEW OF TESTING REQUIREMENTS

1. SBBC requires random drug and alcohol testing services to be administered to SBBC employees located in the Student Transportation and Fleet Services Department, Physical Plant Operations Department, Instructional Materials, Materials Logistics Warehouse, Custodial Grounds and the Sheridan Technical Center Commercial Drivers License Driver (CDL) Training curriculum and/or any other school designated to offer CDL training courses in the future will be brought under the requirement for random testing. As well as SBBC departments or schools that have employees who perform work in safety-sensitive positions that must possess a current CDL or at locations where there are request for reasonable suspicion testing.
2. SBBC requires that certain employees will be subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty as well as follow-up testing. Reasonable suspicion, return-to-duty and follow-up testing applies to all SBBC employees.
3. Awardee MUST have Internet accessibility in order to be considered for award. SBBC must be able to retrieve testing results within 48 hours via both Internet and phone access. SBBC must be able to generate quarterly management information statistical reports through the Awardee's website.
4. Awardee must be capable of providing immediate alerts for positive test results via telephone and secure Internet-based messaging. Awardee must be capable of submitting quarterly and annual management reports and summaries, random employee lists, test results and invoicing in an MS Excel format, or a spreadsheet format that is convertible to MS Excel.
5. Awardee must provide access to online supervisory level training to selected D.O.T. and Non-D.O.T. SBBC employees with respect to reasonable suspicion of drug and alcohol abuse, how to spot the signs of abuse and the methods of documenting, reporting, referral and the consequences of testing actions. The Awardee will be required to provide this training at no additional cost to SBBC and in compliance with the applicable laws, listed above.

TESTING SERVICE SPECIFICATIONS

1. Awardee shall promptly conduct the appropriate drug and/or alcohol testing on all individuals referred by the SBBC Risk Management Department in accordance with the above-referenced applicable laws, rules, statutes and policies as well as the following requirements of these Bid Specifications.
2. Alcohol testing is to be conducted by a Breath Alcohol Technician (BAT), or any other person approved by the USDOT, using an Evidential Breathing Testing Device (EBT) as specified by and conforms with the applicable laws to measure the amount of Breath Alcohol Concentration (BAC) in a volume of breath or any other test used to detect the bodily presence of alcohol that is approved by the USDOT/FTA.
3. Drug testing, via urine specimen collection, must be conducted using a scientifically reliable method in an HHS-certified laboratory and performed in accordance with the HHS-approved procedures to determine the presence of the following, but not limited to, controlled substances: marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

September 23, 2016

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 17-016V -Drug and Alcohol Testing Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Drug and Alcohol Testing 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. 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 visit www.browardschools.com/sdop.

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 N**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail 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 17-016V

DRUG AND ALCOHOL TESTING SERVICES



RFP Release Date: September 23, 2016

Written Questions Due: On or Before 5:00 p.m. ET
September 30, 2016
in Procurement & Warehousing Services Department

Proposals Due:* On or Before 2:00 p.m. ET
October 18, 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) 17-016V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: September 23, 2016

TITLE: DRUG AND ALCOHOL TESTING SERVICES

This Proposal must be submitted to the Procurement & Warehousing Services Department, 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 October 18, 2016 and plainly marked RFP 17-016V-Drug and Alcohol Testing 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 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 this REQUIRED RESPONSE FORM (Page 1 of RFP 17-016V), 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 the 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 proposals on **DRUG AND ALCOHOL TESTING SERVICES** as specified herein from qualified vendors to provide controlled substance and alcohol testing including specimen collection for employees who perform work in safety sensitive positions or who are required to hold Commercial Drivers Licenses (CDLs). The scope of requirements includes, but is not limited to, urine and breath alcohol testing. Should additional requirements by the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) or the Drug-Free Workplace Act be enacted by legislation, a quotation from the Awardee will be required in order to meet the new legislation requirements. Unit prices shall be all-inclusive and shall not contain additional costs. A complete electronic version, of the submitted proposal, must be in PDF format and provided on a flash drive or CD-ROM to be submitted with your proposal. .

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

The RFP requires the Awardee to act as a urine specimen collector in the USDOT drug-testing program. The Awardee must also meet each of the requirements established under 49 CFR Part 40 subsection 40.33 DOT "Collector" requirements. Awardee must maintain documentation showing that the company currently meets all requirements of this section and furnish this information with their proposal.

- 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 IV, 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. 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 September 30, 2016. 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 January 1, 2017, or date of award, whichever is greater, and continuing through December 31, 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, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 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 proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

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 SBBC'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

September 23, 2016	Release of RFP 17-016V
September 30, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
October 18, 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
November 1, 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. ET
November 3, 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
The School Board of Broward County, Florida
600 Southeast Third Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Director, Risk Management
The School Board of Broward County, Florida
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

Name of Proposer: _____
(Name of Proposer, Corporation and Agency)

(Address)

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

(Address)

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

The SBBC's 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 Proposer must have an active registration to do business in the State of Florida with the Department of State Division of Corporations by registering their business on www.sunbiz.org at the time of RFP opening.

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 35 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 Complete, and return, with your Proposal, Attachment F of the RFP.

4.4.1.4 **Business Information:** State name of the individual or firm, including subcontractors, address of home and branch offices, nature of the organization (individual, partnership, or corporation; private or public; profit or non-profit) and the number of employees.

Identify the state in which the firm is incorporated or chiefly located. Identify if the firm is licensed to operate in Florida. Identify the number of years in business. Include name, title, and telephone number of person(s) in your organization authorized to negotiate the proposed contract.

4.4.1.5 **Firm's Background and History:** Describe briefly your firm's background and history. Describe the qualifications and training of key staff, including project manager, BATs and specimen collectors, who will be actively engaged in the proposed project. Indicate what their responsibilities are with respect to the project. Awardee shall notify the City of any major change in personnel assigned to the project. SBBC reserves the right to approve or reject any major change in personnel or subcontractors assigned to the project.

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

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

- 4.4.1.6 **Certification:** Submit proof of United States Department of Health and Human Services (USDHHS) certification for both alcohol and drug testing services with proposal.
- 4.4.1.7 **Experience:** SBBC will evaluate the experience of the Proposer in conducting similar drug and alcohol testing programs. Emphasis will be given to those firms with experience and/or knowledge of the public sector and transit industry. Provide a description of relevant experience, especially in projects of a similar size and scope.
- 4.4.1.8 **Insurance Coverage:** The Proposer must provide evidence that he or she has the insurance coverage, or the ability to obtain said coverage, as required in Section 6.3, Minimum Insurance Requirements. This evidence can take the form of a certificate of insurance or a statement from the proposer's insurance agent certifying that said policies will be issued after contract award notification but prior to Common Council action.
- 4.4.1.9 **References:** For work similar to that under this proposal, provide a list of clients, including name, address and phone number of contact person. Identify the year in which the work was performed. At least three (3) of the contracts listed shall be for similar work. See Attachment ____.
- 4.4.1.10 **Methodology:** Discuss the proposed methodology of collecting and testing, including chain of command and sample collecting process, including preferred location and specimen analysis procedures. Include copies of proposed forms to be used. Describe how the method proposed will impact SBBC.
- 4.4.1.11 **Specimen Collection:** Describe how the urine specimens and breath samples will be collected. Provide a list of testing and collection sites with their addresses and hours of business. Describe how collection services will be provided during evening hours, weekends, and holidays.
- 4.4.1.12 **Collection Time:** Provide information regarding the estimated amount of time required for collection, analysis, review of each test, and lead time needed for scheduling specimen collection.
- 4.4.1.13 **Contract Administration:** Describe your contract administration strategy for controlling the contract quality, correcting mistakes, achieving specific deliverables for the project objective and scope of services.
- 4.4.1.14 **Staffing Allocation:** Include a discussion of staffing allocation, as it relates to ensuring prompt service, customer satisfaction, prompt complaint resolution, employee performance, adhering to contract schedules, timely initiation and completion of work, etc.
- 4.4.1.15 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.0 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 – (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:

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.1	SBBC requires random drug and alcohol testing services to be administered to SBBC employees located in the Student Transportation and Fleet Services Department, Physical Plant Operations Department, Instructional Materials, Materials Logistics Warehouse, Custodial Grounds and the Sheridan Technical Center Commercial Drivers License Driver (CDL) Training curriculum and/or any other school designated to offer CDL training courses in the future will be brought under the requirement for random testing. As well as SBBC departments or schools that have employees who perform work in safety-sensitive positions that must possess a current CDL or at locations where there are request for reasonable suspicion testing. Are you able to meet this requirement for the RFP?			
4.4.2.2	SBBC requires that certain employees will be subject to pre-employment, random, reasonable suspicion, post- accident, return-to-duty as well as follow-up testing. Reasonable suspicion, return-to-duty and follow-up testing applies to all SBBC employees. Are you able to perform these services to meet the requirements for SBBC?			
4.4.2.3	Awardee MUST have Internet accessibility. SBBC must be able to retrieve testing results within 48 hours via both Internet and phone access. SBBC must be able to generate quarterly management information statistical reports through the Awardee's website. Are you able to perform these services to meet the requirements for SBBC?			
4.4.2.4	Awardee must be capable of providing immediate alerts for positive test results via telephone and secure Internet-based messaging. Awardee must submit quarterly and annual management reports and summaries, random employee lists, test results and invoicing in an MS Excel format, or a spreadsheet format that is convertible to MS Excel. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.5	Awardee must provide access to online supervisory level training to selected D.O.T. and Non-D.O.T SBBC employees with respect to reasonable suspicion of drug and alcohol abuse, how to spot the signs of abuse and the methods of documenting, reporting, referral and the consequences of testing actions. The Awardee will be required to provide this training at no additional cost to SBBC and in compliance with the applicable laws, listed above. Are you able to meet this requirement for the RFP?			
4.4.2.6	Awardee shall promptly conduct the appropriate drug and/or alcohol testing on all individuals referred by the SBBC Risk Management Department in accordance with the above-referenced applicable laws, rules, statutes and policies as well as the following requirements of these Bid Specifications. Are you able to meet this requirement for the RFP?			
4.4.2.8	Alcohol testing is to be conducted by a Breath Alcohol Technician (BAT), or any other person approved by the USDOT, using an Evidential Breathing Testing Device (EBT) as specified by and conforms with the applicable laws to measure the amount of Breath Alcohol Concentration (BAC) in a volume of breath or any other test used to detect the bodily presence of alcohol that is approved by the USDOT/FTA. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.9	Drug testing, via urine specimen collection, must be conducted using a scientifically reliable Health & Human Services (HHS) and performed in accordance with the HHS-approved procedures to determine the presence of the following, but not limited to, controlled substances: marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines. Are you able to meet this requirement for the RFP?			
4.4.2.10	All urine specimen and breath collection for drug and alcohol testing services must be available 24 hours per day, 365 days per year for each type of testing whether scheduled for pre-employment, random, reasonable suspicion, post-accident, return-to-duty and/or follow-up testing. SBBC employees are on duty year-round at all times. Laboratory testing or urine samples may be completed during the laboratory's normal working hours. Normal working hours will also include at least one monthly 6:15 a.m.- and one 5:15 p.m.-testing time for the locations listed in Testing Service Specifications Attachment M. Are you able to meet this requirement for the RFP?			
4.4.2.11	Information concerning tested employees shall be kept in the strictest confidence and only be released in accordance with applicable laws. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.12	<p><u>Pre-Employment Testing:</u> 1) Prior to the first time that an employee performs a safety sensitive function and/or operates a commercial motor vehicle, the employee shall undergo testing for potential drug or alcohol use. All applicants that require possession of a CDL shall be tested for controlled substances prior to employment. 2) Pre-employment equivalent testing also includes any employee returning to duty from more than 30 days of any approved leave. <u>There will be no third party billing.</u> Awardee must establish a working relationship with US HealthWorks & Care Spot Health Care locations in Broward County, Florida. SBBC utilizes these healthcare locations for individual pre-employment, random and post accidents when needed. These facilities have been selected due to their network of locations throughout Broward County, Florida, their knowledge of SBBC processes, and a history of sound business practices. See Page 23 for additional information Are you able to meet this requirement for the RFP?</p>			
4.4.2.13	<p><u>Random Testing:</u> 1) For alcohol use, no less than 10% of the average number of SBBC employees performing safety sensitive functions and/or required to hold a CDL shall be tested annually. Alcohol testing must occur just before, during or immediately after the time that an employee to be tested is on duty. 2) For controlled substances, no less than 50% of the average number of SBBC Student Transportation and Fleet Services, and other employees performing safety sensitive functions and/or required to hold a CDL, shall be tested annually. The percentage-testing requirement is subject to annual revision by Federal Transit Administration (FTA). Are you able to meet this requirement for the RFP?</p>			

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

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

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.14	<p>Reasonable suspicion testing will be conducted through urine specimen collection for controlled substance testing and alcohol testing based upon documentation received from a properly-trained SBBC administrator. The administrator will make the assessment, under the reasonable suspicion guidelines, whether the employee is using, has used or is under the influence of alcohol or a controlled substance while at work. In these cases, the Awardee must be available on an as needed basis. <u>Awardee must establish a working relationship a D.O.T. certified collection service that will provide random drug testing collections at various District locations. SBBC's first choice for this collection service is USA Mobile Drug Testing.</u> SBBC has established a working relationship with this local company and they have provided us with exceptional customer service and have consistently been rated by SBBC sites as "responsive and professional. Are you able to meet this requirement for the RFP?</p>			
4.4.2.15	<p>In cases of post-U.S. D.O.T. defined post-accident testing, urine collection for controlled substance testing and breath alcohol must be available on an as-needed basis and be conducted as soon as possible. Employees involved in accidents shall be subject to a breath alcohol test no later than eight hours following an accident and to controlled substance testing no later than 32 hours following an accident. Are you able to meet this requirement for the RFP?</p>			
4.4.2.16	<p>Random follow-up testing is to be conducted a minimum of six (6) times per year on each SBBC employee who tested positive for drugs and/or alcohol. The actual number of follow-up tests and the duration of the tests will be determined by a Substance Abuse Professionals. It is estimated that 1,400 SBBC employees are subject to selected random testing. Are you able to meet this requirement for the RFP?</p>			

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

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.17	On a quarterly basis, SBBC will supply the Awardee with a list of employees to be included within the testing pool. From the quarterly list, the Awardee shall generate a subset of employees to be tested. The Awardee's list shall be generated using a statistically valid method approved by the SBBC Risk Management Department. Are you able to meet this requirement for the RFP?			
4.4.2.18	Each employee on the list shall have an equal chance of being selected for testing each time selections are made. Over-sampling by randomly selecting more employees than the number to be tested will be necessary in order to compensate for employees unavailable due to such events as vacations, sick, injury and/or family leave. Are you able to meet this requirement for the RFP?			
4.4.2.19	Awardee shall keep the names and other information concerning employees selected for random testing in the strictest of confidence prior to testing. Information pertaining to SBBC's tested employees shall only be released to the designated representative in the Risk Management Department. Are you able to meet this requirement for the RFP?			
4.4.2.20	Awardee must assure employee privacy, in addition to confidentiality, by taking adequate steps to prevent the contamination of specimens and to protect the overall integrity of the urine collection process. This requirement applies to the Awardee's testing services, processes and procedures, as well as the Awardee's testing facilities. Are you able to meet this requirement for the 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):****4.4.2 Scope of Services Provided**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.21	The appropriate SBBC Department's Director or designee must be promptly informed, by Awardee, of any employee who tests at a 0.02 BAC or higher, or if the results report a dilute, invalid or positive drug result. The Director, Risk Management or the designated Risk Management representative must also be advised of any driver/CDL operator who will be delayed due to an inability or refusal to provide a sufficient breath or urine specimen in order to properly adjust the affected Department's work schedules. Moreover, given the State of Florida's "zero tolerance" standard, SBBC Department's Director or the designated representative of the affected Department must be promptly informed of any employee testing other than 0.00 BAC. Are you able to meet this requirement for the RFP?			
4.4.2.22	Testing will be administered at designated SBBC sites at least ten (10) times per month with at least one of the scheduled testing times to begin at 6:15 a.m. and another to be scheduled at 5:15 p.m. The minimum requirement of at least one 6:15 a.m. and one 5:15 p.m. scheduled testing is to be considered part of normal business hours on the Bid Summary Sheet. Are you able to meet this requirement for the RFP?			
4.4.2.23	Key employees of the Awardee shall be made available to serve as an expert witness in any court or administrative proceeding arising out of this drug and alcohol testing program. Are you able to meet this requirement for the RFP?			
4.4.2.24	Awardee, acting as the agent for SBBC, must meet all record retention and confidentiality standards specified in applicable laws. Records shall be maintained in a secure location with controlled access. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.25	Awardee will be responsible for Internet-based quarterly provision of management information statistical reports that will enable SBBC to meet the USDOT/FTA annual reporting requirements. Are you able to meet this requirement for the RFP?			
4.4.2.26	Records in the possession of the Awardee shall be made available for inspection to the Risk Management Department within two business days after a request has been made by an authorized representative of the USDOT/FTA. Are you able to meet this requirement for the RFP?			
4.4.2.27	Analytical urine drug testing and breath alcohol testing may be conducted when circumstances warrant or as required by the applicable laws. All job applicants for SBBC positions that require a CDL shall be subject to testing prior to employment. All employees who possess a CDL will also be subject to testing following an accident that meets DOT guidelines or non-DOT testing, if SBBC warrants. In addition, all employees will be subject to reasonable suspicion, return-to-duty testing and follow-up testing after the successful completion of a drug and/or alcohol rehabilitation treatment program. In every instance where the initial drug and/or alcohol test returns a positive result, a second specific confirmation testing procedure must follow. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.28	The testing will be performed by an HHS-certified laboratory and shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities, which have been HHS-approved and consistent with the procedures put forth in the applicable laws. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40. Procedures are to be in place to protect the employee and the integrity of the drug testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee. These procedures include split specimen collection method, USDOT Chain of Custody and Control Form with unique identification number, initial screen and confirmatory tests. Every initially apparent positive drug and alcohol test must be followed by a second, specific confirmation testing procedure. Are you able to meet this requirement for the RFP?			
4.4.2.29	Drug testing laboratory results will be reviewed by a qualified Medical Review Officer (MRO) to verify and validate test results. The MRO will be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an employee's test result together with their medical history and other relevant biomedical information. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.30	<p>The drugs that will be tested for will include, but not be limited to, marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a Gas Chromatography / Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40. The Federally-mandated screens and cut-off limits for the minimum quantity of drug or alcohol that must be detected in the initial test and also in the confirming test: marijuana (s50 c15); cocaine (s300 c150); opiates (s2000 c2000); PCP (s25 c25); and amphetamines (s1000 c500). Are you able to meet this requirement for the RFP?</p>			
4.4.2.31	<p>Test for alcohol concentration will be conducted utilizing a National Highway Safety Administration (NHTSA)-approved EBT operated by a trained BAT. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from employment for 24 hours unless a re-test results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test in violation of the employment contract. Alcohol testing shall be accomplished while the employee is performing safety-sensitive functions; immediately prior to the employee is to perform safety-sensitive functions; or immediately after the employee has ceased performing such job functions. Are you able to meet this requirement for the RFP?</p>			

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

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.32	Any SBBC employee that has a confirmed positive drug or alcohol test must be reported to the Risk Management Department for the potential result of disciplinary action up to and including discharge. Are you able to meet this requirement for the RFP?			
4.4.2.33	Awardee's laboratory is required to maintain SBBC employee records in confidence. The laboratory shall disclose information related to any positive drug test solely to the SBBC employee so tested and the Risk Management Department only. Are you able to meet this requirement for the RFP?			
4.4.2.34	Pre-employment testing will be performed on all job applicants for positions that require a CDL. Applicants shall undergo urine drug testing prior to the date-of-hire. The Risk Management Department must be advised of both negative and positive test results prior to employment in order to determine fitness for duty or disqualification for employment. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.35	<p>Reasonable suspicion testing is required when two trained supervisors can document physical, behavioral and/or performance indicators of probable drug use or alcohol abuse when observing the appearance, behavior, speech or body odors of an SBBC employee. A reasonable suspicion referral for drug and alcohol testing will be made on the basis of documented objective facts and circumstances. Examples of reasonable suspicion include, but are not limited to, the following:</p> <ul style="list-style-type: none"> A. Currently discernible on-the-job behavior that may include physical signs and symptoms consistent with prohibited substance use. B. Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, alcohol or other prohibited substances. C. An occurrence of a serious or potentially serious accident that may have been caused by human error. D. Flagrant disregard or violations of established safety, security or other operating procedures. <p>Reasonable suspicion determinations will be made by two SBBC supervisors who are trained to detect signs and symptoms of drug and alcohol use and who reasonably conclude that an SBBC employee may be adversely affected and/or impaired in their work performance due to prohibited substance abuse or misuse. Are you able to meet this requirement for the RFP?</p>			
4.4.2.36	<p>Post-accident Testing: In the cases of fatal accidents, SBBC employees possessing a CDL will be required to undergo drug and alcohol testing if they are involved in an accident that results in a fatality. This testing requirement includes requirement are all employees on duty possessing a CDL in the vehicle and any other personnel whose performance could have contributed to the accident. Are you able to meet this requirement for the RFP?</p>			

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

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

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.37	<p>In the cases of non-fatal accidents, drug and alcohol testing will be conducted if an accident results in injuries requiring transportation to a medical treatment facility or where one or more vehicles incurs disabling damage that requires towing from the site and the employee receives a citation from State or local law enforcement for a moving traffic violation arising from the accident. In non-fatal accidents, a post-accident test does not need to be conducted if it is determined, using the best information available at the time of the decision, that the SBBC employee's performance can be completely discounted as a contributing factor in the accident. In some cases, the technician will need to perform test at hospital setting if the employee has been transferred there. Are you able to meet this requirement for the RFP?</p>			
4.4.2.38	<p>Following either type of accident, an SBBC employee will be tested as soon as possible (not to exceed eight hours for alcohol testing and 32 hours for drug testing). Any SBBC employee involved in an accident must refrain from alcohol use for eight hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. Any SBBC employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing, will be considered to have refused the test and their employment will be recommended for termination. Employees tested under this provision will include not only the operations personnel, but any other covered employees whose performance could have contributed to the accident. Are you able to meet this requirement for the RFP?</p>			

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

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.39	Random testing will be unannounced. SBBC employees in safety-sensitive positions and/or those required to hold a CDL will be subject to random, unannounced testing. The testing goal is to annually complete tests equivalent to 50% of the number of covered employees for use of drugs and 10% for alcohol. The dates for administering random, unannounced testing of selected employees will be determined by the designated representative of the Risk Management Department. Are you able to meet this requirement for the RFP?			
4.4.2.40	Return-to-duty testing will be conducted on all SBBC employees who previously tested positive on a drug or alcohol test must be evaluated by a DOT-certified Substance Abuse Professional (SAP). The SAP is to be a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor that has been certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) or the International Committee of the Red Cross (ICRC). Employees will be required to undergo return-to-duty testing prior to returning to their work assignment. Are you able to meet this requirement for the RFP?			
4.4.2.41	Random follow-up testing is to be conducted a minimum of six times per year on each employee who has tested positive for drug and/or alcohol use. The actual number of follow-up tests and the duration of the testing period will be determined by an SAP for each employee. Follow-up testing shall not exceed the duration specified by the SAP after the employee's return to duty.			
4.4.2.42	Reasonable suspicion testing may be conducted on all employees based on SBBC Policy 2400. Are you able to meet this requirement for the 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):

4.4.2 Scope of Services Provided

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But With Stated Deviations	No, Cannot Comply or Provide
4.4.2.43	It will be necessary for the Awardee to provide updates to the above-referenced Federal and State regulations that may affect the parameters and Bid Specifications of this contract. Awardee must designate an account manager responsible for SBBC's account. Awardee will provide a detailed quarterly and annual summary of testing results such as types of tests, quantity, whether DOT or non-DOT, where warranted, and so on. Are you able to meet this requirement for the RFP?			
4.4.2.44	Awardee agrees with the terms and conditions of SBBC's Business Associate Agreement in Attachment H. Are you able to meet this requirement for the RFP?			

Page 11 – Section 4.4.2.12

Website for U.S. HealthWorks for additional information

<http://www.ushealthworks.com/Medical-Center/Florida.html>

To narrow down your search, under “Enter start location” enter Zip Code 33351 to provide locations within Broward County, Florida.

4.4.3 Cost of Services -- (Maximum 25 allowable points)

Proposer must complete and submit the matrix as provided in **Attachment K**. This information is required in order to be considered for award. Proposer’s costs are to be individually quoted as specified on the matrix and must include all travel and out-of-pocket expenses (all-inclusive), in accordance with the terms, conditions and specifications of this RFP. SBBC does not pay for separate travel to and from a location; only for services performed. There shall be no minimum hours for billing allowed.

Distribution of Points: Points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received. For example, if Proposer A submits a total cost \$30,000 and Proposer B submits a total cost of \$40,000 and Proposer C submits a total cost of \$50,000, Proposer A would receive 100% for that service because Proposer A submitted the lowest cost (25 Points). Proposer B would receive 75% (\$30,000/\$40,000) 19 Points and Proposer C would receive 60% (\$30,000/\$50,000) 15 Points.

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 at 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 Attachment A3 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 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises 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>

M/WBE Information: 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.		Maximum Points
4.4.4.1	Identify the M/WBE firm(s) who will be working with you on this engagement (see Attachment A3*, M/WBE Participation). Indicate the extent and nature of the M/WBEs 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(s) in connection with this Proposal. 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. <u>If you will not have M/WBE Participation, add Proposer's name and state N/A on the form and return it with your Proposal.</u>	10
4.4.4.2	Proposer shall provide staff diversity information by completing and submitting Attachment A2, Employment Diversity Statistics.	0
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, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	0
	TOTAL POINTS.....	10
	*The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report) (see Attachment A1) 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). <u>State your willingness to comply with this requirement.</u>	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	

5.0 EVALUATION OF PROPOSALS (Continued)

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	35
B. Scope of Services	35
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	<u>10</u>
TOTAL	100

The SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the *10-Point Table for M/WBE Participation* below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form.

10-Point Table for M/WBE Participation	
≥ 25%	10 Points
≥ 23%	9 Points
≥ 21%	8 Points
≥ 19%	7 Points
≥ 17%	6 Points
≥ 15%	5 Points
≥ 13%	4 Points
≥ 11%	3 Points
≥ 9%	2 Points
≥ 7%	1 Point

Note: Evaluation points for “Category D” shall be provided by the Supplier Diversity & Outreach Program Office.

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.

5.0 EVALUATION OF PROPOSALS (Continued)

- 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 make an award only to the Proposer that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as Attachment "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 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

6.0 SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received on or before 2:00 p.m. ET, October 18, 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 17-016V – Drug and Alcohol Testing 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 17-016V), 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 completed proposals must be submitted in sealed packaging (package, box, etc.) with the RFP number and the Proposer’s company name clearly typed or written 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). Complete Workers’ Compensation Affidavit (Attachment I) and submit with Proposal, if applicable.
- 6.3.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)
- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody’s Investor Service.

6.0 SPECIAL CONDITIONS (Continued)

6.3 INSURANCE REQUIREMENTS (Continued):

- 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.
- 6.3.9 The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this contract.

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

6.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.

6.0 SPECIAL CONDITIONS (Continued)

- 6.7. **CANCELLATION:** Any contract awarded as a result of this RFP will be subject to cancellation at any time by SBBC for one or more of the following reasons:
- A. Awardee's failure to respond and schedule testing requested within the scheduled parameters in the RFP or as agreed upon by the Awardee and the designated representative of the Risk Management Department.
 - B. Awardee's use of service personnel that are not qualified to perform services specified by this contract.
 - C. Awardee's use of subcontracted firms or personnel that fail to adhere to the Bid Specifications or the Awardee subcontracting scheduled work without the permission of the designated representative of the Risk Management Department.
 - D. Unsatisfactory and/or substandard service, poor communication of Awardee's personnel or failure to provide quarterly management reports in a timely fashion.
 - E. Unsatisfactory evaluation by designated SBBC representative monitoring Awardee's staff performance when scheduled service work is performed.
 - F. Substantial changes to SBBC's staffing and budgetary requirements that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the Awardee.
- 6.8. **BILLING/INVOICING:** Invoices **MUST** include a purchase order number and state the quantity and services performed. Invoices shall be submitted in paper format, as well as electronically to SBBC Risk Management Department, 600 SE 3 Avenue, 11th Floor, Fort Lauderdale, FL 33301. Invoices must show the entire "SHIP-TO" location exactly as shown on the purchase order. Detailed invoices must list the test dates, employee personnel number, Social Security Number (where appropriate and/or applicable) and the custody control to verify compliance with the contract.
- If the Awardee has the capability to receive electronic payments, reimbursement may be processed using ACH or the District's procurement card to secure immediate payment of approved services.
- 6.9. **MINIMUM ORDER:** Price or quantity restrictions stated by the Proposer shall not be considered for award. Any RFP which stipulates minimum order by quantity or dollar amount shall not be considered for award. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items within the Cost of Services section within the RFP.

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, 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 Request for Proposal 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.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department on or before 2:00 p.m. ET on date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. 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.
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must 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.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. See Minimum Eligibility Requirements of the RFP.
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES** on or before 2:00 p.m. ET on date due. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, 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 material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.0 GENERAL CONDITIONS (Continued)

- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **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. In case of a discrepancy in computing the amount of the proposal, the Unit Price quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida 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 School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- 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.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 7.7 **DELIVERY:** All deliveries shall be F.O.B. Destination point. Shipping points offered other than F.O.B. Destination shall be rejected. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **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.
- 7.9 **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.
- 7.10 **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 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **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.
- 7.12 **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.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.

7.0 GENERAL CONDITIONS (Continued)

- 7.14 **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).
- 7.15 **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 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 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. (Refer to the Special Conditions 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.
- 7.17 **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. Proposer 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.
- 7.18 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.
In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(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.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **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.
- 7.22 **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

7.0 GENERAL CONDITIONS (Continued)

- 7.23 **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.
- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** 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. 3rd Avenue, 7th 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 **DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.
- 7.32 **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.
- 7.33 **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.
- 7.34 **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.

7.0 GENERAL CONDITIONS (Continued)

- 7.35 **SUBMITTAL OF INVOICES:** All Proposers 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.
- 7.36 **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.
- 7.37 **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.
- 7.38 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the 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 visit www.browardschools.com/sdop.
- 7.39 **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. 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. 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. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.0 GENERAL CONDITIONS (Continued)

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET 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 SBBC 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 SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **November 3, 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 Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer 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 School 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 SBBC 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, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.
- 7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.0 GENERAL CONDITIONS (Continued)

- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 7.44 **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.
- 7.45 **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 Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. 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.
- 7.46 **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.
- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 7.48 **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.
- 7.49 **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.
- 7.50 **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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.53 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.0 GENERAL CONDITIONS (Continued)

- 7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services 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 bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.55 **PRICE REDUCTIONS:** If, from the 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.
- 7.55 **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.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
 - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.56 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- a) 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;
 - b) The Broward County Certified Minority/Women Business Enterprise vendor;
 - c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - d) The Florida Certified Minority/Women Business Enterprise vendor;
 - e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

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

7.0 GENERAL CONDITIONS (Continued)

- 7.58 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee 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. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee 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"). Awardee 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, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

- 7.59 **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP 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 RFP documents or other materials submitted by all Proposers in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for RFP documents or other materials submitted by a Proposer be submitted, SBBC shall notify the contact person identified in the proposal 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 RFP shall be deemed as Bidder's consent to the foregoing conditions.

- 7.60 **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.

- 7.61 **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.

ATTACHMENT A

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

Proposer's Company Name: _____



The School Board of Broward County, Florida
 Supplier Diversity & Outreach Program
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, FL 33351
 (754) 321-0505 ~ Fax (754) 321-0534

Monthly M/WBE Subcontractor Utilization Report

The timing of the reports must coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE vendor.

Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. The prime vendor shall maintain the level of M/WBE utilization as established in the M/WBE Utilization Plan, agreement, or any subsequent amendments. The M/WBE Utilization Report shall include all Work under the contract agreement, including amendments, change orders, and work orders. Failure to comply with the M/WBE requirements of this contract agreement will be considered a material breach of contract agreement.

PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR:	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % TO MINORITY/ WOMEN
RFP Number: 17-016V RFP Title: Drug and Alcohol Testing Services					

M/WBE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	M/WBE CONTRACT AMOUNT	AMOUNT PAID TO VENDOR THIS REPORTING PERIOD	TOTAL AMOUNT PAID TO DATE	% OF TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature: _____ Date: _____
 (Signature)

Printed Name: _____ Title: _____

Phone #: (____) - _____ Email: _____

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											
TOTAL											
% of Total Workforce											

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
PARTICIPATION FORM**

Proposer's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation for this contract
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		

FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE
SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

ATTACHMENT B

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

The School Board of Broward County, Florida
RFP 17-016V – DRUG AND ALCOHOL TESTING SERVICES

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

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

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

Check one of the following and sign:

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

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

03/28/13

ATTACHMENT C

W-9 Form

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
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-	-	-	-						
or									
Employer identification number									
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25px; border: 1px solid black; text-align: center;"> </td> <td style="width: 25px; border: 1px solid black; text-align: center;"> </td> <td style="width: 25px; border: 1px solid black; text-align: center;"> </td> <td style="width: 25px; border: 1px solid black; text-align: center;"> </td> </tr> <tr> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> <td style="border: none;">-</td> </tr> </table>					-	-	-	-	
-	-	-	-						

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at 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 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 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 line 1 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
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 ⁴
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 2.

*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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____
OR Produced identification _____

(Type of identification)

Notary Public - State of _____
My commission expires _____

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

ATTACHMENT E

Sample Agreement

AGREEMENT

NOTE: The blue font indicates places where text is to be provided by the contract administrator. The red font indicates any editing directions that should be deleted from the document before the contract is “signature ready.” The green font indicates text changes made since the last released version of the contract template.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, 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].

[These “recitals” or “whereas clauses” are where the contract briefly explains the objectives to be served through the contract].

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__.

*[Article 2 should include sections detailing the duties and obligations of each party
And should include a description of the goods or services to be provided,
payments to be made, invoicing procedures, etc.]*

*[Use sections starting with Section 2.02 to specify the respective duties,
responsibilities and obligations each party will have under the Agreement.
You may use as many of these sections as are necessary].*

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

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule (Costs may be stated here or on an Attachment)

2.04 **[Insert a Descriptive Title].** *Insert text.*

2.05

2.07 **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

2.07 **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)

2.08 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-____. **OR**

2.08 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. VENDOR has agreed to utilize _____ (M/WBE firm), Certificate #_____ to provide _____ (products/services).

OR

As consideration for being awarded this contract agreement, **Insert Name** shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. **Insert Name** will identify the M/WBE firm that provide a commercial useful function products and/or services in performing this contract agreement.

ARTICLE 2 – SPECIAL CONDITIONS

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

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.

*The following provision should be included in Article 2 **ONLY IF** the contract is with an outside party that will be conducting studies on behalf of The School Board which will require that outside party to be provided personally identifiable student information.*

Add to Contract Memo info that administrators must make certain that no student info is shared with other party in violation of FERPA.

2. **Studies Conducted for SBBC.** Under the terms of this Agreement, *Insert Name* will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies are described as follows: _____

_____. SBBC may disclose personally identifiable information from an education record of a student to *Insert Name* in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to *Insert Name* is described as follows: _____

_____. *Insert Name* agrees that the study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than the representatives of *Insert Name* that have legitimate interests in the information. The study shall commence _____ and conclude _____. *Insert Name* agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. *Insert Name* acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

*[Article 2 of each Agreement will end with the following standard sections that require the insertion of names, addresses or the selection of sections depending upon whether the other party is a governmental agency or some other special entity. When directed to *Insert Name*, use the short name you identified for the other party on Page 1 of this Agreement].*

ARTICLE 2 – SPECIAL CONDITIONS

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

(a) *Insert Name's* Records Defined. For the purposes of this Agreement, the term "*Insert Name's* Records" shall include, without limitation, and any 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*.

Agreement with (*Insert Party Name*)

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

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

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

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

[Unless this is a contract for the provision by SBBC of educational services at a medical, treatment or correctional facility, you must include one of the following background screening clauses]

[If the other party IS a governmental agency, use this clause]:

2. Background Screening. *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Insert Name* and its personnel. The parties

agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Insert Name*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS

*[If the other party **IS NOT** a governmental agency, use this clause]:*

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

[NOTE: Article 3 contains standard district contract terms. Contract administrators should not alter any provision in Article 3 without the prior approval of the School Board Attorney's Office].

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.

ARTICLE 3 – GENERAL CONDITIONS

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.

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.

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.

Agreement with (Insert Party Name)

ARTICLE 3 – GENERAL CONDITIONS

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 state and local laws, SBBC policies codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

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

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

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.** **Attachment A** 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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

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

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 conclude Article 2 with an indemnification clause.]
[If the other party is a governmental agency, use this indemnification clause:]

3.____ **Liability.** 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.

ARTICLE 3 – GENERAL CONDITIONS

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

3.29 **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

[If the other party is a corporation or governmental agency, use this signature page]

FOR [Insert Name Here]

(Corporate Seal)

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

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

[If the other party is an individual person, use this signature page]

FOR [Insert Name Here]:

Witness

Signature

Witness

Printed Name

STATE OF _____

COUNTY OF _____

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

My Commission Expires:

Signature – Notary Public

Notary’s Printed Name

(SEAL)

Notary’s Commission No.

ATTACHMENT F

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

**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 REVERSE)

(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.

	17-016V
Organization Name	ITB/RFP Number

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

Signature(s)	Date
--------------	------

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 voluntary 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 G

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: (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 H

Business Associate Agreement

HIPPA 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 the 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 coverage subject to regulation under the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), 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 HIPPA, the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), the Omnibus Rule of 2013, and the 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”).

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/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) “*Business Associate*” shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.

- (b) “**Designed 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 a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (c) “**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.
- (d) “**HIPPA**” means Health Insurance Portability and Accountability Act of 1996.
- (e) “**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (f) “**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).
- (g) “**Minimum Necessary**” means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (h) “**Omnibus Rule**” means the HIPPA Omnibus Rule of 2013.
- (i) “**Privacy Rule**” shall mean the Standards of Privacy of Individuals Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (j) “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “protected health information” in 45 C.F.R. §130.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (k) “**Required by Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
- (l) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (m) “**Security Rule**” shall mean the Standards for Security of ePHI as set forth 45 C.F.R. Parts 160 and 164 Subpart C.
- (n) “**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 HIPPA or HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPPA 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 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.

- (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 HIPPA 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 requires 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 the 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 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.

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 for 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
- (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 and confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.

- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC 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 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 HIPPA.

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 HIPPA 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 HIPPA in general. The parties may agree to amend this Agreement from time to time in 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 right to termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.
- (b) ***Termination for Convenience.*** This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

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

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

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

- (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 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 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 term 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.

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 3rd 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. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

To Business Associate:

(Name of Other Party)

(Address)

(Address)

With a Copy to:

(Name to be Provided by Other Party)

(Address)

(Address)

22. 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.

23. 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.

24. 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.

25. 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.

26. **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.

27. **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.

28. **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.

29. **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, HIPPA in general an 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 _____
Approved as to Form and Legal Content:

Office of the General Counsel

FOR BUSINESS ASSOCIATE

Signature

Print Name and Title

Witness

Witness

STATE OF _____

COUNTY OF _____

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

My Commission Expires:

Signature – Notary Public

Notary’s Printed Name

Notary’s Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and _____ (Business Associate). Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT I

Workers' Compensation Affidavit

DRAFT

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 _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT J

References



The School Board of Broward County, Florida
REFERENCES

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 4 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 5 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

ATTACHMENT K

Cost of Services

COST OF SERVICES

It is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have your proposal considered for award. Unit prices must be stated in the space provided on the Cost of Services Sheet.

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

(TO BE AWARDED AS A GROUP)

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 1:</u>				
A.	6,180 each	Urine Drug Testing, normal hours	\$ _____ /ea	\$ _____
B.	50 each	Urine Drug Testing, after hours	\$ _____ /ea	\$ _____
C.	3,288 each	Breath Alcohol Testing, normal hours	\$ _____ /ea	\$ _____
D.	30 each	Breath Alcohol Testing, after hours	\$ _____ /ea	\$ _____
E.	20 hrs	Expert Witness Cost	\$ _____ /hr	\$ _____
				<i>Quantities are an estimate to reflect usage for 36 months.</i>
TOTAL BID ITEM 1 (A-E inclusive)				\$ _____

Is there any additional cost(s) associated with Split Specimen Test request? If so, please provide the additional costs with this section. This information is not part of the scoring for evaluation cost.

ADDITIONAL REQUIRED INFORMATION

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

Name of Laboratory: _____

Address: _____

Phone Number: _____ FAX: _____

Name of Contact: _____

E-mail Address: _____

Web Address: _____

ADDITIONAL INFORMATION SHEET

Additional drug and alcohol testing services MAY be purchased under this contract. Proposer may supply a price list containing any type of testing related services that would be available to SBBC on an as-needed basis. Please check the box to the right if you wish to include a price list for review. Included in Proposal Not included in Proposal

ATTACHMENT L

Applicable Laws, Rules, Statutes and Policy

APPLICABLE LAWS, RULES, STATUTES AND POLICY

1. The following Federal Laws and Rules shall apply as currently enacted and amended from time to time:
 - A. The Omnibus Transportation Employee Testing Act of 1991.
<https://www.transportation.gov/odapc/omnibus-transportation-employee-testing-act-1991>
 - B. The U.S. Department of Transportation's (USDOT) Office of Drug and Alcohol Policy and Compliance Procedures for Transportation Workplace Drug and Alcohol Testing Programs” Rule, 49 CFR Part 40. The entire document can be found at <http://www.dot.gov/odapc/part40>.
 - C. The USDOT Federal Transit Administration (FTA) “Prevention of Alcohol Misuse and Prohibited Drug Use in transit Operations” Rule 49 CFR Part 655. The entire document can be found at <http://transit-safety.volpe.dot.gov/Safety/DATesting/Regulations/pdf/49cfr655.pdf>
 - D. The USDOT Federal Motor Carrier Safety Administration “Controlled Substances and Alcohol Use and Testing” Part 382.603 Training for Supervisors. The entire document can be found at <http://federal.eregulations.us/cfr/section/title49/chapterIII/part382/sect382.603?selectdate=1/20/2012>.
 - E. Health Insurance Portability and Accountability Act of 1996
<http://www.hhs.gov/hipaa/>
2. The following Florida Statutes, as currently enacted and amended from time to time shall also apply:
 - A. Section 112.0455 F.S. Drug-Free Workplace Act.
http://leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/Sections/0112.0455.html
 - B. Section 322.62 F.S. Driving under the influence; commercial motor vehicle operators.
<http://www.flsenate.gov/laws/statutes/2011/322.62>
 - C. Section 322.63 F.S. Alcohol or drug testing; commercial motor vehicle operators.
<http://www.flsenate.gov/Laws/Statutes/2012/322.63>
 - D. Section 322.64 F.S. Holder of commercial driver’s license; persons operating a commercial motor vehicle; driving with unlawful blood-alcohol level; refusal to submit to breath, urine or blood test.
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0322/Sections/0322.64.html
3. In addition, School Board Policy 2400 Drug-free Workplace shall also apply:
<http://www.broward.k12.fl.us/sbbcpolicies/docs/P2400.000.pdf>

ATTACHMENT M

Specifications

**Overview of Testing Requirements,
Testing Service Requirements, Federal Reporting
Requirements, Retention and Access, Testing for
Prohibited Substances, and Application
of Testing Services**

SPECIFICATIONS

OVERVIEW OF TESTING REQUIREMENTS

1. SBBC requires random drug and alcohol testing services to be administered to SBBC employees located in the Student Transportation and Fleet Services Department, Physical Plant Operations Department, Instructional Materials, Materials Logistics Warehouse, Custodial Grounds and the Sheridan Technical Center Commercial Drivers License Driver (CDL) Training curriculum and/or any other school designated to offer CDL training courses in the future will be brought under the requirement for random testing. As well as SBBC departments or schools that have employees who perform work in safety-sensitive positions that must possess a current CDL or at locations where there are request for reasonable suspicion testing.
2. SBBC requires that certain employees will be subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty as well as follow-up testing. Reasonable suspicion, return-to-duty and follow-up testing applies to all SBBC employees.
3. Awardee MUST have Internet accessibility in order to be considered for award. SBBC must be able to retrieve testing results within 48 hours via both Internet and phone access. SBBC must be able to generate quarterly management information statistical reports through the Awardee's website.
4. Awardee must be capable of providing immediate alerts for positive test results via telephone and secure Internet-based messaging. Awardee must be capable of submitting quarterly and annual management reports and summaries, random employee lists, test results and invoicing in an MS Excel format, or a spreadsheet format that is convertible to MS Excel.
5. Awardee must provide periodic supervisory level training to selected D.O.T. and Non-D.O.T SBBC employees with respect to reasonable suspicion of drug and alcohol abuse, how to spot the signs of abuse and the methods of documenting, reporting, referral and the consequences of testing actions. The Awardee will be required to provide this training at no additional cost to SBBC and in compliance with the applicable laws, listed above.

TESTING SERVICE SPECIFICATIONS

1. Awardee shall promptly conduct the appropriate drug and/or alcohol testing on all individuals referred by the SBBC Risk Management Department in accordance with the above-referenced applicable laws, rules, statutes and policies as well as the following requirements of these Bid Specifications.
2. Alcohol testing is to be conducted by a Breath Alcohol Technician (BAT), or any other person approved by the USDOT, using an Evidential Breathing Testing Device (EBT) as specified by and conforms with the applicable laws to measure the amount of Breath Alcohol Concentration (BAC) in a volume of breath or any other test used to detect the bodily presence of alcohol that is approved by the USDOT/FTA.
3. Drug testing, via urine specimen collection, must be conducted using a scientifically reliable method in an HHS-certified laboratory and performed in accordance with the HHS-approved procedures to determine the presence of the following, but not limited to, controlled substances: marijuana, cocaine, opiates, phencyclidine/PCP and amphetamines.

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4. All urine specimen and breath collection for drug and alcohol testing services must be available 24 hours per day, 365 days per year for each type of testing whether scheduled for pre-employment, random, reasonable suspicion, post-accident, return-to-duty and/or follow-up testing. SBBC employees are on duty year-round at all times. Laboratory testing or urine samples may be completed during the laboratory's normal working hours. Normal working hours will also include at least one monthly 6:15 a.m.- and one 5:15 p.m.-testing time for the locations listed in Testing Service Specifications 13, below.
5. CONFIDENTIALITY: Information concerning tested employees shall be kept in the strictest confidence and only be released in accordance with applicable laws.
6. Awardee provided drug and alcohol testing services shall be completed under the following circumstances:
 - A. Pre-Employment Testing:
 - 1) Prior to the first time that an employee performs a safety sensitive function and/or operates a commercial motor vehicle, the employee shall undergo testing for potential drug or alcohol use. All applicants that require possession of a CDL shall be tested for controlled substances prior to employment. Awardee must establish a working relationship with US HealthWorks.
 - 2) Pre-employment equivalent testing also includes any employee returning to duty from more than 30 days of any approved leave.
 - B. Random Testing:
 - 1) For alcohol use, no less than 10% of the average number of SBBC employees performing safety sensitive functions and/or required to hold a CDL shall be tested annually. Alcohol testing must occur just before, during or immediately after the time that an employee to be tested is on duty.
 - 2) For controlled substances, no less than 50% of the average number of SBBC Student Transportation and Fleet Services, and other employees performing safety sensitive functions and/or required to hold a CDL, shall be tested annually. The percentage-testing requirement is subject to annual revision by FTA.
 - C. Reasonable suspicion testing will be conducted through urine specimen collection for controlled substance testing and alcohol testing based upon documentation received from a properly-trained SBBC administrator. The administrator will make the assessment, under the reasonable suspicion guidelines, whether the employee is using, has used or is under the influence of alcohol or a controlled substance while at work. In these cases, the Awardee must be available on an as needed basis. Awardee must establish a working relationship with US Mobile Drug Testing.
 - D. In cases of post-U.S. D.O.T. defined post-accident testing, urine collection for controlled substance testing and breath alcohol must be available on an as-needed basis and be conducted as soon as possible. Employees involved in accidents shall be subject to a breath alcohol test no later than eight hours following an accident and to controlled substance testing no later than 32 hours following an accident.
 - E. Random follow-up testing is to be conducted a minimum of six (6) times per year on each SBBC employee who tested positive for drugs and/or alcohol. The actual number of follow-up tests and the duration of the tests will be determined by a Substance Abuse Professionals.
7. On a quarterly basis, SBBC will supply the Awardee with a list of employees to be included within the testing pool. From the quarterly list, the Awardee shall generate a subset of employees to be tested. The Awardee's list shall be generated using a statistically valid method approved by the SBBC Risk Management Department.

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8. Each employee on the list shall have an equal chance of being selected for testing each time selections are made. Over-sampling by randomly selecting more employees than the number to be tested will be necessary in order to compensate for employees unavailable due to such events as vacations, sick, injury and/or family leave.
9. It is estimated that approximately 1,400 SBBC employees are subject to random testing. The scheduled times and the number of the tests for SBBC specified employees shall be determined by the Risk Management Department.
10. Awardee shall keep the names and other information concerning employees selected for random testing in the strictest of confidence prior to testing. Information pertaining to SBBC's tested employees shall only be released to the designated representative in the Risk Management Department.
11. Awardee must assure employee privacy, in addition to confidentiality, by taking adequate steps to prevent the contamination of specimens and to protect the overall integrity of the urine collection process. This requirement applies to the Awardee's testing services, processes and procedures, as well as the Awardee's testing facilities.
12. The appropriate SBBC Department's Director or designee must be promptly informed, by Awardee, of any employee who tests at a 0.02 BAC or higher, or if the results report a dilute, invalid or positive drug result. The Director, Risk Management or the designated Risk Management representative must also be advised of any driver/CDL operator who will be delayed due to an inability or refusal to provide a sufficient breath or urine specimen in order to properly adjust the affected Department's work schedules. Moreover, given the State of Florida's "zero tolerance" standard, SBBC Department's Director or the designated representative of the affected Department must be promptly informed of any employee testing other than 0.00 BAC.
13. Testing will be administered at designated SBBC sites at least ten (10) times per month with at least one of the scheduled testing times to begin at 6:15 a.m. and another to be scheduled at 5:15 p.m. The minimum requirement of at least one 6:15 a.m. and one 5:15 p.m. scheduled testing is to be considered part of normal business hours on the Bid Summary Sheet. Testing will be administered at the following locations:

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

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

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

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

Student Transportation and Fleet Services (five locations)
Central Bus Terminal and Transportation Offices
3831 NW 10 Avenue
Fort Lauderdale, FL 33309

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Central West Bus Terminal
2320 College Avenue
Davie, FL 33317

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

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

Southwest Bus Terminal
20251 Sterling Road
Pembroke Pines, FL 33332

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

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

FEDERAL REPORTING REQUIREMENTS, RECORD RETENTION AND ACCESS

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

TESTING FOR PROHIBITED SUBSTANCES

1. Analytical urine drug testing and breath alcohol testing may be conducted when circumstances warrant or as required by the applicable laws. All job applicants for SBBC positions that require a CDL shall be subject to testing prior to employment. All employees who possess a CDL will also be subject to testing following an accident that meets DOT guidelines or non-DOT testing, if SBBC warrants. In addition, all employees will be subject to reasonable suspicion, return-to-duty testing and follow-up testing after the successful completion of a drug and/or alcohol rehabilitation treatment program. In every instance where the initial drug and/or alcohol test returns a positive result, a second specific confirmation testing procedure must follow.

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

APPLICATION OF TESTING SERVICES

1. Pre-employment testing will be performed on all job applicants for positions that require a CDL. Applicants shall undergo urine drug testing prior to the date-of-hire. The Risk Management Department must be advised of both negative and positive test results prior to employment in order to determine fitness for duty or disqualification for employment.
2. Reasonable suspicion testing is required when two trained supervisors can document physical, behavioral and/or performance indicators of probable drug use or alcohol abuse when observing the appearance, behavior, speech or body odors of an SBBC employee. A reasonable suspicion referral for drug and alcohol testing will be made on the

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basis of documented objective facts and circumstances. Examples of reasonable suspicion include, but are not limited to, the following:

- A. Currently discernible on-the-job behavior that may include physical signs and symptoms consistent with prohibited substance use.
- B. Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, alcohol or other prohibited substances.
- C. An occurrence of a serious or potentially serious accident that may have been caused by human error.
- D. Flagrant disregard or violations of established safety, security or other operating procedures.

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

3. Post-accident Testing:

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

4. Random testing will be unannounced. SBBC employees in safety-sensitive positions and/or those required to hold a CDL will be subject to random, unannounced testing. The testing goal is to annually complete tests equivalent to 50% of the number of covered employees for use of drugs and 10% for alcohol. The dates for administering random, unannounced testing of selected employees will be determined by the designated representative of the Risk Management Department.

5. Return-to-duty testing will be conducted on all SBBC employees who previously tested positive on a drug or alcohol test must be evaluated by a DOT-certified Substance Abuse Professional (SAP). The SAP is to be a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor that has been certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) or the

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International Committee of the Red Cross (ICRC). Employees will be required to undergo return-to-duty testing prior to returning to their work assignment.

6. Random follow-up testing is to be conducted a minimum of six times per year on each employee who has tested positive for drug and/or alcohol use. The actual number of follow-up tests and the duration of the testing period will be determined by an SAP for each employee. Follow-up testing shall not exceed the duration specified by the SAP after the employee's return to duty.
7. Reasonable suspicion testing may be conducted on all employees based on SBBC Policy 2400.
8. It will be necessary for the Awardee to provide updates to the above-referenced Federal and State regulations that may affect the parameters and Bid Specifications of this contract. Awardee will designate an account manager responsible for SBBC's account. Awardee will provide a detailed quarterly and annual summary of testing results such as types of tests, quantity, whether DOT or non-DOT, where warranted, and so on.

ATTACHMENT N

Statement of “No Response”

ATTACHMENT N, 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:

The School Board of Broward County, Florida
 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: _____

√	Reasons for “No Response”:
	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: _____